

APPENDIX A - CLASSIFICATION LISTINGS

Class Title	
Aeronautic Specialist-2 13	Environmental Sanitarian-A 12
Aquatic Biologist-A 12	Environmental Sanitarian-E P11
Aquatic Biologist-E 10	Epidemiologist Specialist-1 13
Aquatic Biologist-E 9	Epidemiologist Specialist-2 14
Aquatic Biologist-E P11	Epidemiologist-A 12
Aquatic Biology Spl 1 12	Epidemiologist-E P11
Aquatic Biology Spl 2 13	Facilities Engineer-A 12
Archaeologist Specialist 2 13	Facilities Engineer-E 10
Archaeologist-A 12	Facilities Engineer-E 9
Archaeologist-E P11	Facilities Engineer-E P11
Architect Licensed-A 12	Facility Engineering Lic Spl 2 13
Architect Specialist-2 Lic 13	Facility Engineering Lic Spl 3 14
Architect Specialist-3 Lic 14	Fisheries Biologist-A 12
Architect-A 12	Fisheries Biologist-E 10
Architect-E 10	Fisheries Biologist-E 9
Architect-E P11	Fisheries Biologist-E P11
Auditor-E 9	Fisheries Biology Spl 2 13
Aviation Specialist-A 12	Fisheries Biology Spl 3 14
Building Construction Spl 1 12	Food Industry Scientist-A 12
Building Construction Spl 2 13	Food Industry Scientist-E 10
Building Construction Spl 3 14	Food Industry Scientist-E 9
Building Construction Supt-A 12	Food Industry Scientist-E P11
Building Construction Supt-E 10	Food Industry Specialist 2 13
Building Construction Supt-E 9	Food Industry Specialist 3 14
Building Construction Supt-E P11	Forensic Scientist Specialist 13
Clinical Health Scientist-A 12	Forensic Scientist-A 12
Clinical Hlth Scientist Spl-2 13	Forensic Scientist-E 10
Clinical Hlth Scientist Spl-3 14	Forensic Scientist-E 9
Clinical Hlth Scientist Spl-4 15	Forensic Scientist-E P11
Dairy Industry Scientist-A 12	Forest Management Spl 2 13
Dairy Industry Scientist-E P11	Forest Management Spl 3 14
Dairy Industry Specialist 2 13	Forest Mgt Analyst-A 12
Diary Industry Specialist 2 13	Forester-E 10
Engineering Lic Specialist 13	Forester-E P11
Engineering Lic Specialist 3 14	General Engineer-A 12
Engineering Lic Specialist 4 15	General Engineer-E 10
Engineering Specialist 1 12	General Engineer-E 9
Engineering Specialist 2 13	General Engineer-E P11
Env Sanitarian Spl 2 13	Geologist-A 12
Environmental Engineer Lic-A 12	Geologist-E 10
Environmental Engineer Spl 2 13	Geologist-E 9
Environmental Engineer Spl 3 14	Geologist-E P11
Environmental Engineer-A 12	Geology Specialist 1 12
Environmental Engineer-E 10	Geology Specialist 2 13
Environmental Engineer-E 9	Industrial Hygienist Spl-1 12
Environmental Engineer-E P11	Industrial Hygienist Spl-2 13
Environmental Quality Alt-A 12	Industrial Hygienist Spl-4 15
Environmental Quality Alt-E 10	Industrial Hygienist-A 12
Environmental Quality Alt-E 9	Industrial Hygienist-E 10
Environmental Quality Alt-E P11	Industrial Hygienist-E P11
Environmental Quality Spl 1 12	Laboratory Evaluation Spl-A 12
Environmental Quality Spl 2 13	Laboratory Evaluation Spl-E 10
Environmental Quality Spl 3 14	Laboratory Evaluation Spl-E P11
	Laboratory Scientist Spl 1 12
	Laboratory Scientist Spl 2 13

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

Environmental Quality Spl 4 15	Resource Specialist 2 13
Laboratory Scientist Spl 3 14	Resource Specialist 3 14
Laboratory Scientist-A 12	Resources Analyst-E 10
Laboratory Scientist-E 10	Soil Science Specialist 2 13
Laboratory Scientist-E 9	Soil Scientist-A 12
Laboratory Scientist-E P11	Soil Scientist-E P11
Land Surveyor Licensed-A 12	Statistician Specialist-1 12
Land Surveyor Spl Lcnsd-2 13	Statistician Specialist-2 13
Land Surveyor-E 10	Statistician Specialist-3 14
Land Surveyor-E 9	Statistician-A 12
Land Surveyor-E P11	Statistician-E 10
Landscape Design Specialist-1 12	Statistician-E P11
Landscape Design Specialist-2 13	Toxicologist-A 12
Landscape Design Specialist-3 14	Toxicologist-E 10
Landscape Designer-A 12	Toxicologist-E 9
Landscape Designer-E 10	Toxicologist-E P11
Landscape Designer-E P11	Toxicology Specialist 2 13
Meteorologist-A 12	Transportation Eng Lic Spl 1 12
Meteorology Specialist-2 13	Transportation Eng Lic Spl 2 13
Metrologist-A 12	Transportation Eng Lic Spl 3 14
Metrologist-E 10	Transportation Eng Lic Spl 4 15
Metrologist-E P11	Transportation Eng Spl 2 13
Microbiologist Specialist 2 13	Transportation Engineer-A 12
Microbiologist-A 12	Transportation Engineer-E 10
Microbiologist-E 10	Transportation Engineer-E 9
Microbiologist-E 9	Transportation Engineer-E P11
Microbiologist-E P11	Transportation Plan Spl 1 12
Pharmacist Specialist-2 13	Transportation Plan Spl 2 13
Pharmacist Specialist-3 14	Transportation Plan Spl 3 14
Pharmacist-A 12	Transportation Planner-A 12
Pharmacist-E P11	Transportation Planner-E 10
Physicist Specialist 2 13	Transportation Planner-E 9
Physicist-A 12	Transportation Planner-E P11
Physicist-E 10	Veterinarian-A 12
Physicist-E 9	Veterinarian-E P11
Physicist-E P11	Veterinary Specialist-2 13
Plant Industry Scientist-A 12	Wastewater Specialist-A 12
Plant Industry Scientist-E 10	Wildlife Biologist Spl 2 13
Plant Industry Scientist-E 9	Wildlife Biologist-A 12
Plant Industry Scientist-E P11	Wildlife Biologist-E 10
Plant Industry Specialist 2 13	Wildlife Biologist-E 9
Public Utilities Eng Spl 2 13	Wildlife Biologist-E P11
Public Utilities Engineer-A 12	
Public Utilities Engineer-E 9	
Public Utilities Engineer-E 10	
Research Biologist-E 10	
Research Biologist-E P11	
Research Biology Spl 1 12	
Research Biology Spl 2 13	
Research Biology Spl 3 14	
Resource Analyst-A 12	
Resource Analyst-E 10	
Resource Analyst-E 9	
Resource Analyst-E P11	
Resource Specialist 1 12	

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APPENDIX B-1
LETTER OF UNDERSTANDING
DEPARTMENT OF AGRICULTURE
ARTICLE 19
SEPTEMBER 17, 1998

The parties agree that due to the field nature of their work, Food and Dairy Industry Field Scientists/Plant Industry Field Scientists at the 9 and 10 levels in the Animal Industry Division, the Food and Dairy Division, and the Pesticide and Plant Pest Management Division of the Department of Agriculture may adjust hours within a week with the concurrence of their supervisor. Overtime payment in either cash payment or compensatory time at time and one-half will be paid to employees at the 9 and 10 levels only when 40 hours in pay status in a week are exceeded.

APPENDIX B-2
LETTER OF UNDERSTANDING
COMPENSATORY TIME
DEPARTMENT OF AGRICULTURE
ANIMAL INDUSTRY DIVISION, FOOD AND DAIRY DIVISION AND THE PESTICIDE
& PLANT PEST MANAGEMENT DIVISION
SEPTEMBER 17, 1998

The primary purpose of this letter of Understanding is to reach a clear understanding on the earning, accrual and use of Compensatory Time for bargaining unit employees in the Animal Industry Division, Food and Dairy Division and the Pesticide and Plant Pest Management Division who perform similar tasks and duties.

Commencing on January 1, 1999, Compensatory Time for Scientific and Engineering Bargaining Unit employees within the Animal Industry Division, Food and Dairy Division, and the Pesticide & Plant Pest Management Division within the Michigan Department of Agriculture shall be implemented as follows:

- A. Bargaining Unit employees at the 9 or 10 level may be scheduled to work in excess of eight (8) hours per day, while training with an 11 level (or above) Inspector, without accruing overtime.
Employees at the 9 or 10 level shall be paid time and one-half for all hours worked in excess of forty (40) per week. Or by mutual agreement between the unit member and management, 9 or 10 level employees may earn compensatory time at the rate of time and one-half for all hours worked in excess of forty (40) per week.

- B. Bargaining Unit employees at the 11 level and above may have the option of accruing compensatory time (up to a maximum of 150 hours per fiscal year), or adjusting their schedules within an eighty (80) hour pay period, for all hours worked in excess of eight (8) hours per day and eighty (80) hours in a pay period.

Bargaining Unit employees wishing to adjust their pay period schedules for overtime hours worked do not need prior approval for overtime, but must advise their immediate supervisor as soon as possible following any such hours worked. Prior approval is necessary should the employee wish to exceed 80 hours in a pay period similar to banked comp time below.

Bargaining Unit employees who wish to accrue or "bank" overtime hours must receive prior approval from their immediate supervisor (or second line supervisor, or Division Director in charge in that successive order) before working overtime.

- C. Bargaining Unit employees at the 11 level or above who wish to switch their method of using compensatory time/overtime must give management one pay period advance notice.
- D. Overtime and Compensatory Time shall be recorded as follows:
 - 1. Thirty (30) minutes or less shall not be claimed for payment as overtime (e.g., 20 minutes = no record of overtime).
 - 2. Time in excess of thirty (30) minutes shall be rounded up to the nearest one hour increment in the claim for payment (e.g., 40 minutes = 1 hour of overtime).
- E. The terms and conditions of this program are on a provisional basis, and subject to modification by the Parties, or revocation after thirty (30) days written notice by either Party. In the event of revocation, all terms and conditions shall revert back to the Michigan Department of Agriculture/Michigan Professional Employees Society Agreement.

Signed original of this letter is on file with either MPES or OSE

APPENDIX B-3
LETTER OF UNDERSTANDING
MPES - 84/87 - 1
PURPOSE AND INTENT
OCTOBER 5, 1984

- A. During the negotiations which resulted in an agreement on the Article entitled Purpose and Intent, it was discussed and agreed upon that both parties recognize the continuing responsibility of the Department of Natural Resources to provide efficient services to the Public.
- B. The Department of Natural Resources agrees to continue General Policies and Procedures No. 1.13 Alternate Work Schedule for the life of this agreement subject to C. below.
- C. The Department of Natural Resources may modify or abolish alternate work schedules subject to the following procedure.
1. If MPES on behalf of a unit member objects to the modifications abolishment of an Alternate Work Schedule it has the right to meet with D.N.R. representative in a Labor Management Meeting.
 2. If MPES is not satisfied with the results of the Labor Management Meeting, they shall have the right to appear before the Department's Personnel Committee to present their side of the dispute. Management likewise, shall have the right to present their side of the issue.
 3. The decision of the Personnel Committee shall be final binding on both parties, and not subject to appeal or the grievance procedure.

FOR MPES

William Bigham
Executive Director

Rodger Whitener
President

FOR THE STATE EMPLOYER

John B. Bruff

Marie Shamraj

Signed original of this letter is on file with either MPES or OSE

(This DNR Policy was not bargained and is provided for information purposes only.)

DEPARTMENT OF NATURAL RESOURCES

01.03 - Alternate Work Schedule

(Revised: 07/31/2001)

DESCRIPTION/PURPOSE: Alternate Work Schedule
FORMS USED: R 7511e Annual Alternate Work Schedule Request

<<STATEMENT OF POLICY>>

The primary purpose for granting an alternate work schedule is to allow for the scheduling of flexible work hours that mutually benefit Departmental program activities and individual employees' personal needs. The primary consideration in determining whether or not an alternative work schedule should be granted is its impact on the Department's ability to maintain the effective delivery of services to DNR customers.

Nothing in this policy shall be construed as limiting management's discretion to establish, modify, or abolish alternate work schedules consistent with program needs.

If any portion of this policy conflicts with the provisions of a collective bargaining agreement, the agreement has precedence. Employees covered by a collective bargaining agreement should refer to their respective agreements; i.e., see MSEA-Article 14; UAW-Article 14; UTEA-Article 17, POAM-Article 14, and MPES-Article 19/Appendix B-3.

<<INFORMATION>>

An alternate work schedule is any work schedule, **requested by an employee**, other than a standard Monday to Friday 8:00 a.m. to 5:00 p.m. schedule with a one (1) hour lunch period. The impact of an alternate work schedule should be evaluated in the light of program needs of the Agency, Bureau/Office/Division, Section and Unit. Program needs should be based on but no limited to, the following criteria:

- Ability to provide sufficient program staffing during all hours of operation and in emergencies.
- Accessibility to other staff and the public.
- Availability of individual staff to meet program and workload needs.
- Maintenance or improvement of program productivity and efficiency levels at no increase in cost.
- Effect on the ability to meet specific program requirements.
- Ability to provide full supervision.
- Facilities and operational circumstances.

In addition to these criteria, managers should consider the following aspects:

- Performance and attendance.

- Accumulation of overtime or compensatory time.

<<PROCEDURE>>

ALTERNATE WORK SCHEDULE REQUEST

Employees must request an alternative work schedule in writing using an Alternate Work Schedule Request Form R 7511e. Employees should complete and submit a R75 lie, and submit through the supervisory chain to the employees' Bureau/Division/Office who will give final approval/disapproval.

If a group of employees; e.g., a work crew, requests an alternate work schedule, the request should include the names of the employees, their classifications, classification levels and bargaining unit (if applicable), and a statement that all the employees have agreed to the alternate work schedule requested.

An approved alternate work schedule will remain in effect until either the supervisor or the employee requests a change or cancels. However, an employee working an alternate schedule that is reassigned, promoted, or transferred must reapply for an alternate work schedule.

SCHEDULE OPTIONS

Eligibility Code "N" Employees

Employees in classifications which are assigned eligibility code "N" (see the Civil Service Compensation Plan for eligibility codes) may apply for any of the following alternate work schedules (eligibility code "N" employees are eligible for overtime under the provisions of Department of Civil Service (DCS) Regulation 5.02):

- IA - Four (4) 9-hour days and one (1) 4-hour day each week;
- IB - Alternating weeks consisting of five (5) 8-hour days one week, and four (4) 9-hour days and one (1) 4-hour day in the second week;
- IC - Forty (40) hour week. Typically, an employee requesting this option works an 8-hour-a-day schedule. However, based on operational needs and with supervisor approval, the employee's schedule may be adjusted within the pay period and the eight-hour day waived; OR
- ID - Four (4) 10-hour days per calendar week.

Eligibility Code "Y" Employees

Employees in classifications which are assigned eligibility code "Y" (see the Civil Service Compensation Plan for eligibility codes) may apply for any of the following alternate work schedules (eligibility code "Y" employees are ineligible for overtime under the provisions of Department of Civil Service (DCS) Regulation 5.02):

- IIA - Eight (8) 9-hour days and one (1) 8-hour day in a pay period;
- IIB - Four (4) 9-hour days and one (1) 4-hour day each week;
- IIC - Alternating weeks consisting of five (5) 8-hour days one week, and four (4) 9-hour days and one (1) 4-hour day in the second week;
- IID - Eighty (80) hour pay period. Typically, an employee requesting this option works an eight-hour-a day schedule. However, based on operational

needs and supervisor approval, the employee's schedule may be adjusted within the pay period and the 8-hour day waived; OR

- IIE - Four (4) 10-hour days per calendar week.

All Employees

- III - Five (5) 8-hour days each week other than 8:00 a.m. to 5:00 p.m.

The foremost consideration, when granting options IC, ID, IID and IIE, should be increased efficiency, productivity, and cost savings for the Department.

WORK HOURS

Work schedules routinely will not start before 7:00 a.m. and must begin no later than 8:30 a.m. Exceptions may be granted for extenuating circumstances on an individual basis by the Bureau, Office or Division chief. DNR offices and installations that are presently open to the public from 8:00 a.m. to 5:00 p.m. will remain on that schedule.

The work schedule shall include either a one-half hour lunch period or a one-hour lunch period, as approved by supervision.

LEAVE USAGE

Employees absences shall be covered with sick, annual or compensatory leave, in an amount equal to the hours scheduled to work for that day.

For employees on a 40-hour workweek or an 80-hour pay period, the workday will be eight hours for the purpose of charging absence to sick, annual or compensatory leave. When an employee has less than eight hours to work to complete a 40 or 80 hour schedule, only the hours remaining to arrive at 40 or 80 hours will be charged to the appropriate leave account. After 80 or 40 hours in pay status respectively, leave time cannot be used even if prior approval was granted. The use of such time is canceled since the employee has already completed the pay period or workweek.

HOLIDAYS

When an approved state holiday falls on a day when the employee is scheduled to work more than 8 hours, the difference between the 8 hours holiday time and the scheduled time must be made up by annual or compensatory leave, or an approved revision to the work schedule.

If an approved state holiday falls on an employee's day off, as a result of his or her alternate work schedule, the day off will be rescheduled.

TRAINING

Schedules of employees required to participate in training may be modified to a standard work period consisting of 8 hours a day, 5 days a week. Travel and mandatory training beyond the regularly scheduled 8-hour day will be considered work time. Voluntary attendance at "optional" training sessions conducted outside the regularly

scheduled 8-hour day, will not be considered work time. Employees will not be penalized for not attending such sessions.

APPENDIX B-4
LETTER OF UNDERSTANDING
BETWEEN THE MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE MICHIGAN DEPARTMENT OF PUBLIC HEALTH
SUBJECT: MODIFIED FLEX TIME
JUNE 24, 1986

The Michigan Professional Employees Society, the Michigan Department of Public Health [*subsequently renamed Department of Community Health/Community Public Health Agency*] and the Office of the State Employer hereby agree to implement, subject to the terms and conditions set forth below, a modified flex time work scheduling program for Department bargaining unit members:

1. The program will initially be implemented on a 90 day trial basis, with the Department's right to rescind it at any time, after serving 10 work days prior notice to the Society.
2. The program will be available exclusively to VI level and above bargaining unit members.
3. Employee flex time schedules will require supervisory authorization before taking effect; and the employee will be required to give her/his supervisor at least 10 work days advance notice of her/his desire to alter the schedule.
4. The program will provide for a daily "core time" in which all flex time employees must be working, as well as those hours in which the Department would permit the employee to have flexible starting and ending times. Core time will be established on an individual Bureau/Office basis.
5. The program would continue to embrace the eighty hours per pay period work concept.
6. The Parties agree to hold a Labor/Management meeting to review the possible implementation of alternate work schedules during the initial trial period for "flex time".

This letter of Understanding shall take effect on July 27, 1986.

Arthur Andrews
Michigan Department of
Public Health

Phillip Thompson
Michigan Professional
Employees Society

George Matish
Office of the State
Employer

APPENDIX B-5
LETTER OF UNDERSTANDING
THE MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY,
THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND
THE OFFICE OF THE STATE EMPLOYER
AUGUST 30, 1991

The Michigan Professional Employees Society, the Michigan Department of Transportation and the Office of the State Employer agree to implement an Alternate Work Schedule Program for Scientific and Engineering bargaining unit members in accordance with the following terms and conditions:

- A. The Alternate Work Schedule Program (AWS) shall be initially implemented within the Design Division and the Materials and Technology/Secondary Complex for a twelve (12) month pilot program commencing within two pay periods of Civil Service ratification of this Agreement.
- B. The program will be limited to the one work schedule option of eight nine-hour days, one eight-hour day and one day off per eighty-hour pay period (8 x 9 = 72 + 8 hours). Additional schedule options may be offered subject to mutual agreement between the Department and the Society.
- C. The program will be available exclusively to bargaining unit members at the journey level (VI) and above.
- D. Subject to operational needs and/or employee performance considerations it is recognized that the program may not be available to all Society bargaining unit members.
- E. Approval of Alternate Work Schedules and approval of schedules for specific "flex days" off shall be subject to the Department's operational needs and ability to maintain a balanced staffing pattern with an adequate coverage in all necessary areas within the Division. In the event a conflict arises regarding a specific "flex day" off, approval shall be governed by bargaining unit seniority within the Division.
- F. Participation of any bargaining unit member in the AWS is subject to the immediate supervisor's approval, based on E above. However, the denial of the AWS for an individual bargaining unit member is subject to a labor/management meeting including the Society, the immediate supervisor and the Personnel Office.

G. At the completion of the twelve (12) months pilot program, the Department of Transportation retains the right to terminate the AWS subject to any of the following operational considerations:

- 1) the Department's inability to provide adequate supervision, or
- 2) the Department can demonstrate a significant adverse financial impact.

In addition, at the completion of the twelve (12) month pilot program, the Society, the Department and the Office of the State Employer agree to meet in a labor/management conference to address any problems or complaints arising from the program.

This letter of Understanding shall take effect on July 27, 1986.

William Whitbeck
OSE

Phillip Thompson
MPES

John Lopez
MDOT

Frank Spica
MPES

Signed original of this letter is on file with either MPES or OSE

**APPENDIX B-6
LETTER OF UNDERSTANDING
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
AND THE
OFFICE OF THE STATE EMPLOYER
JULY 24, 1996**

RE: EXECUTIVE ORDERS 1996-1 AND 1996-2

In discussing the issue of substantial adverse impact on bargaining unit employees resulting from Executive Order 1996-1 and Executive Order 1996-2, the parties have agreed to this Letter of Understanding. This Letter of Understanding shall become effective upon Civil Service commission approval, and shall remain in effect until the expiration of the current Secondary Agreements, unless otherwise provided. The parties agree that this Letter of Understanding does not establish any precedent for either party.

The parties agree that alternate work schedules will be continued for moved employees wherever possible. If changes are made, they will be made in accordance with contractual provisions, or the departmental policy or letter of understanding which initially authorized the alternate work schedule.

Methods of accruing compensatory time will continue in accordance with the provisions of Article 19.

Issues regarding vehicle usage and election of per diem travel expenses shall be determined in accordance with the Standardized Travel Regulations and/or departmental policy.

The parties agree that MPES represented bargaining unit employees moved through Executive Orders 1996-1 and 1996-2 will be covered by the departmental secondary agreement in effect within the department to which the employee was moved.

The parties agree that this exhausts the Employer's duty to bargain over the issue of substantial adverse impact on bargaining unit employees resulting from Executive Orders 1996-1 and 1996-2.

Phillip L. Thompson
Executive Director
Michigan Professional Employees Society

Janine M. Winters
Director
Office of the State Employer

Stephen J. Reck
Michigan Professional Employees Society

Patricia Coe
Office of the State Employer

**APPENDIX C-1
DEPARTMENT OF AGRICULTURE
SAFETY AGREEMENT**

Section 1: General

The Department of Agriculture (MDA) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Agriculture shall make reasonable efforts to provide a safe work environment and eliminate recognized hazards in accordance with applicable statutes, regulations, and established industry standards.

Section 2: Rule Compliance

All unit members shall comply with written safety rules and procedures established by the Michigan Department of Agriculture and/or Division management, and with rules established on an emergency basis. Such emergency rules shall be committed to writing at the earliest practicable time.

Section 3: Designation of MPES Safety Representatives

The Department agrees to establish a Departmental Safety Committee as specified in Appendix B. MPES shall be entitled to designate a unit member as the MPES Safety Representative to serve on the Departmental Safety Committee and one alternate. This representative or the alternate is entitled, without loss of pay and with proper notice to his/her supervisor, to resolve safety issues with the Department managers on behalf of unit members in accordance with the procedures outlined in Section 4 of this Article.

To maximum extent possible, the preparation of written requests in accordance with Section 4 will take place on the non-work time of both the MPES Safety Representative and the unit member with the safety issue.

Section 4: Procedure for Safety Issues

If a unit member has a safety issue, he/she will discuss it first with his/her immediate supervisor. The supervisor will provide a verbal response as soon as possible but no later than five (5) days after the discussion.

If not satisfied with the supervisor's response, the unit member shall, within 10 days of response, submit a written request for action to the Division Director, explaining the problem and a suggested solution. The Division Director will investigate and provide a written approval, denial, or plan of action to the unit member within 10 days of receipt of the request, forwarding a copy to MPES.

If not satisfied with the Division Director's response, the unit member shall within 10 days of receiving the response submit a request for action to the MPES Safety Representative. Upon request, the Division Director will meet with the MPES Safety Representative and/or Society Representative. Any resolution of the safety request shall

be confirmed in writing and signed by the Division Director, the requesting unit member, and the Society. Such resolution shall not be grievable.

Failing resolution with the Division Director, the unit member and MPES Safety Representative may submit a request for action to the Departmental Safety Committee with copies of the original written request, the Division Director's response and a statement on why the response was not acceptable. The Departmental Safety Committee will review the request and make a recommendation to the Department Director. The decision of the Department Director will be issued in writing. Upon mutual agreement of the Employer and the unit member or the Society, time limits may be extended.

A unit member who has reasonable cause to believe he/she is in imminent danger or loss of life or serious bodily injury may remove himself or herself from the situation to notify their immediate supervisor or higher authority, after taking reasonable measures to protect the public, other employees and/or Departmental property. The supervisor or higher authority will immediately correct the situation to the extent possible and/or temporarily reassign the employee to another location or work assignment.

Nothing in this Article shall be interpreted so as to prevent MPES or its designated safety representative from providing assistance in the filing of requests made under this Section, or to prevent the filing of a grievance where there is alleged violation of the agreement. The Department agrees that no retributive action will be taken against a unit member who exercises his/her rights under this Article.

The Department's compliance with this Article is contingent on the availability of funds. If the Department is unable to immediately implement a safety measure, the Department shall make a positive effort to obtain the necessary funds.

Failure of the Department to implement safety measures agreed to under this Section shall be grievable in accordance with the provisions of Article IX of the MPES primary agreement.

Section 5: Safety Equipment and Protective Clothing

The Department reserves the right to require employees to use safety equipment properly and to wear required protective clothing. Failure to do so may result in discipline. Safety equipment and protective clothing that is required by the Department or the Division Director shall be furnished to the employee by the Department. The Department shall provide necessary training for the use of required safety equipment.

Section 6: Establishment of Temporary Safety Committee

The parties mutually agree to establish a temporary MPES/Department of Agriculture Safety Committee, comprised of four (4) Unit members appointed by the Society and four (4) representatives appointed by the Department. The purpose of this temporary committee is to discuss and seek solutions for the safety issues of concern listed in Appendix A. Recommendations of the temporary committee shall be submitted to the

appropriate Department authority, together with supporting documentation. In the event the parties are unable to reach resolution within the time frame prescribed below, all outstanding items in Appendix A may be submitted to the Grievance procedure at the Third Step in accordance with the Primary Agreement.

Committee members will be appointed and the first meeting held within four (4) weeks of the effective date of this secondary agreement. It is the intent of the parties to establish subcommittees comprised of one unit member and one department member each to address certain specific issues from Appendix A, bring their recommended solution(s) to the full committee. The Committee will meet bi-weekly for a minimum period of two months to resolve concerns in Appendix A until the Departmental Safety Committee is fully operational. Meetings may be cancelled or moved to another date by mutual agreement. Each unit member appointed to this temporary committee shall receive administrative leave for meetings of the committee and subcommittee to which he/she is assigned.

After the termination of the temporary committee general safety discussions may be conducted under Article VI of the primary agreement.

Section 7: Duration and Termination

This Health and Safety Article, entered into this 26th day of February, 1986, between the Michigan Professional Employees Society and the Department of Agriculture, shall take effect upon ratification by the Society and Civil Service Commission, and shall remain in full force and effect through September 30, 1987.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Phillip Thompson

George Sabolish

For the Department of
Agriculture

Sandra J. Yonker

Signed original of this letter is on file with either MPES or OSE

Appendix A for Department of Agriculture Safety Agreement

PLANT INDUSTRY DIVISION

Equipment Needs

Eye protection
Face protection
Hardhats and liners
Chemical resistant gloves
Chemical resistant boots
Safety Shoes
Respirators
Dust masks
Air packs
Transport cases
Chemical resistant suits
Sampling equipment
Bee suit
Bee sting kits
Carts for moving gas treated hives
Explosion proof flashlights
Dog repellant

Problems

Working at heights
Dust
Explosive atmospheres
Machinery which may catch clothing
Air quality in confined spaces

Training

Pesticide handling, sampling, application, clean-up, site re-entry
Fire safety
Self-defense, how to avoid dangerous situations
First aid
CPR
Safe driving

Other

Periodic cholinesterase tests and health screening for pesticide exposure
Working alone
Working in remote areas
Threat of assault

ENVIRONMENTAL DIVISION

Equipment Needs

Hardhats and liners
Safety Shoes
Working alone
Working in remote areas

LABORATORY DIVISION

Equipment Needs

Eye washes
Chemical resistant gloves
Eye and face protection
Pipetting aids

Problems

Storage of flammable liquids
Housekeeping
Electrical outlets on fume hoods
Adequacy of fume hoods
Ventilation (fumes "drift" around the building)
Storage of equipment and reagents in fume hoods

Training

First Aid
CPR
Handling accidents and spills

STATE CAR USERS

Equipment

Fire extinguishers
Radios
Rear window defoggers

Training

Safe driving

Problems

Transporting propane tanks
Transporting hazardous materials

A Departmental Safety Committee is to be established in MDA containing a representative from each union (MPES, MSEA, UTEA, UAW) and a volunteer who is a member of the Business and Administrative bargaining unit and 5 management representatives. It will meet bi-monthly or more frequently if needed. If no items are placed on the agenda at least seven calendar days in advance of a scheduled meeting, such meeting will not be held.

The charge to the Departmental Safety Committee is as follows:

1. Develop an overall MDA safety policy for the approval and issuance by the Director's office.
2. Review existing safety procedures and work rules to determine where revisions or new safety procedures and work rules are needed.
3. With the concurrence of the Director's office on #2 above, coordinate with the Divisions to facilitate the drafting of necessary safety procedures/work rules.
4. Review safety concerns and documentation brought to it from time to time by members of management or employees regarding safety equipment or potentially hazardous situations. Make recommendations to the Director's office regarding preferred alternatives including supporting documentation.

LETTER OF UNDERSTANDING SECTION 3

It is agreed by the parties that MPES will designate one unit member to the Departmental Safety Committee and one alternate to serve in the absence of the appointed member. However, if in secondary negotiations during the term of this contract another exclusive representative negotiates more than one member on the Departmental Committee, MPES will be entitled to equal representation.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Phillip Thompson

George Sabolish

For the Department of
Agriculture

Sandra J. Yonker

Signed original of this letter is on file with either MPES or OSE

APPENDIX C-2
HEALTH AND SAFETY AGREEMENT
FOR THE
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
COMMUNITY PUBLIC HEALTH AGENCY

A. GENERAL

1. The Community Public Health Agency affirms its responsibility for the health and safety of Agency staff during the conduct of official business. The Agency shall be in compliance with applicable health and safety standards, including those prescribed by the Michigan Occupational Safety and Health Act, as amended, and standards promulgated thereunder.
2. The Agency has the responsibility to ensure healthful and safe conditions in its facilities; and the responsibility to instruct employees to comply with prescribed healthful and safe operating rules and procedures. Written health and safety rules and procedures shall be provided to each employee.
3. Employees shall have the responsibility to:
 - a. Comply with established health and safety rules and procedures.
 - b. Report all unhealthful or unsafe working conditions to Agency management.
 - c. Report, on a form prescribed by the Agency, all injuries or illnesses incurred during the performance of their job responsibilities.
 - d. Upon entering the premises or confines of an establishment which has health and safety rules or procedures requiring its own employees to wear or use personal protective equipment, devices, and/or clothing, to comply with said rules of the establishment.
4. Employees who fail to comply with established Agency health and safety rules and procedures may be subject to appropriate disciplinary action, for just cause.
5. In order to carry out its responsibilities and to minimize health and safety risks, the Agency will furnish, without cost to the employee, health and safety equipment, devices, and clothing which have been determined to be necessary, by the Agency, for the performance of employees' work responsibilities. Issues pertaining to the maintenance and issuance of Agency health and safety equipment shall be proper subject of labor-management conferences.

B. HEALTH AND SAFETY COMMITTEE

1. The Society and the Agency hereby adopt, except as otherwise provided in this agreement, the Agency's Health and Safety Policy #4000, and Procedure #4000.1 (or their respective successor).

2. The Society shall endeavor to appoint, as its representative to the Agency Health and Safety Committee, an employee with knowledge and expertise in occupational health and safety. The Society may also appoint an alternate representative who may attend Agency Health and Safety Committee meetings in the absence of its representative.

The Society's representative to the Agency Health and Safety Committee shall be granted administrative leave for the purpose of attending meetings of the Committee.

- a. Any alleged or potential health and safety hazard shall be referred to the Agency's Health and Safety Officer for investigation and recommendations to the Agency's Health and Safety Committee. The Health and Safety Officer shall render, in a timely fashion, the Agency's findings and conclusions in such matters. If such findings are reduced to writing, the Agency shall provide a copy of the document to the Society.
- b. Any alleged or potential health and/or safety hazard which is not resolved by the Agency, in a timely manner, to the satisfaction of the Society, may be referred, for investigation and recommendations, to recognized experts, including but not limited to, the National Center For Disease Control; the State Fire Marshal; and the Michigan Department of Consumer and Industry Services. Recommendations from recognized experts, to whom an alleged or potential health and safety hazard has been referred, shall be considered as appropriate subject matter for labor-management conferences.

An allegation of the Agency's failure to correct an alleged or potential health and/or safety hazard, to the Society's satisfaction, may be timely grieved at the Agency, beginning at Step Two of the grievance procedure.

C. SOCIETY NOTIFICATION

1. The Society's office shall be notified of any and all prescheduled health and/or safety related inspections to be conducted at Agency work sites where Society members are employed.
 - a. The Society may designate a member to accompany said inspector(s).
 - b. The Society member, accompanying the inspector(s), shall be granted administrative leave for the time spent on the inspection(s).
 - c. The Agency Health and Safety Officer shall furnish to the Society, forthwith, a copy of any and all written documents resulting from said inspections at work sites and associated common areas where Society members are employees.

2. The Agency shall notify the Society of any proposed change to Policy #4000 and/or Procedure #4000.1 (or their respective successor) which may infringe upon any existing right accorded to Society members, as specified therein.
 - a. The Society may request a labor-management conference to discuss any proposed change to the policy and/or procedure.
 - b. In the event that the issue of infringement upon an existing right accorded to Society members, as specified in the policy and/or procedure, cannot be resolved in a labor-management conference, the Society reserves the right to reopen his health and safety agreement.

A. DURATION

This health and safety agreement, entered into this 18 day of June 1996, between the Michigan Professional Employees Society and the Community Public Health Agency, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect through December 31, 1998.

For the Michigan Professional
Employees Society

Phillip L. Thompson

Stephen Reck

For the Community Public
Health Agency

Winnona Jackson

Arthur Andrews

Signed original of this letter is on file with MPES

APPENDIX C-3
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
HEALTH AND SAFETY AGREEMENT

SECTION 1. GENERAL

The Department of Environmental Quality (DEQ) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and bargaining unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. Management shall make every effort to provide a safe work environment and eliminate recognized hazards in accordance with all federal, state and local health and safety laws and regulations. The parties recognize that retaliation for identifying health and/or safety hazards is unacceptable and appropriate corrective measures shall be taken for such action(s).

SECTION 2. HEALTH AND SAFETY COMMITTEE

The parties agree to establish an MPES/DEQ Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall be co-chaired by an MPES Representative and the Department Health and Safety Representative. The Committee shall meet quarterly, or more frequently if mutually agree, to address any health and safety concerns of the Scientific and Engineering Unit Members within the DEQ. Meetings shall be subject to reasonable scheduling, and Unit Members shall receive administrative leave for attendance at meetings, participation, necessary travel, and reasonable preparation for all Committee activity. The Committee shall submit written recommendations to the Department for proposed implementation. The Department shall respond to the Committee within 10 work days and make every effort to implement the Committee's recommendations within 90 calendar days, or respond in writing to the Committee Co-Chairs as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation.

The Department Health and Safety Representative shall provide MPES with a current list of all DEQ Division Health and Safety Coordinators and Building/Facility Managers on a quarterly basis. Any questions or concerns about health and safety issues should be directed through the immediate supervisor first. If no satisfactory resolution is obtained, the Unit Member(s) should contact their Division Health and Safety Coordinator. If no satisfactory resolution is obtained at that level, the Unit Member(s) should contact the Department Health and Safety Representative or an MPES Staff Representative. Whenever possible, a follow-up response shall be made to the Unit member who raised the question/issue, with a copy to MPES describing what actions were taken by the Department to resolve the immediate concern.

SECTION 3. TRAINING

The Department recognizes the importance and benefits of training for Unit Members in the area of Health and Safety and shall make every effort to make such training available to staff (i.e., CPR/Basic First Aid, Ergonomics, Indoor Air Quality, Workplace Violence, Dealing with Difficult People).

SECTION 4. BUILDINGS

The Department shall make every effort to maintain buildings or facilities occupied by Unit Members in accordance with the Michigan Occupational Safety and Health Act (MIOSHA) standards and reasonable efforts to maintain good housekeeping and maintenance practices.

Every reasonable effort will be made to have pesticide spraying or the use of chemical agents that may get into the ventilation system conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. If such spraying or use of chemical agents must occur during business hours, management shall provide at least 24 hours notice to Unit Members stating (when available) the activity, the location, duration, and the availability of Materials Safety Data Sheets (MSDS).

When major renovation or reconstruction of a building or portion thereof is planned, potentially affected members shall receive prior notice of such work. Unit Member concerns may be addressed through the Labor/Management Conference forum.

SECTION 5. HEPATITIS B / INFECTIOUS MATERIALS VACCINATIONS

The MPES/DEQ Health and Safety Committee shall review types of duties performed by Unit Members and identify those duties which may cause a substantial risk of exposure to infectious materials. Unit Members who perform these duties may be scheduled to receive the appropriate vaccination series to prevent infection. This review shall be completed by the second regularly scheduled quarterly meeting of the Committee. In those cases where a Unit Member has been exposed to Hepatitis B or other infectious materials in the course of their employment, the Department shall provide the necessary post-exposure testing and treatment.

SECTION 6. PROTECTIVE CLOTHING

The Department may provide exterior winter clothing suitable for work duties to Unit Members whose duties require that they be routinely exposed to winter temperatures.

This Health and Safety Agreement, entered into 26th day of June, 1996 between the Michigan Professional Employees Society and the Department of Environmental Quality, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect through December 31, 1998.

Cindy Mason, MPES

Frank R. Russell, DEQ

Phillip L. Thompson, MPES

Signed original of this Agreement is on file with MPES and/or DEQ

APPENDIX C-4

MICHIGAN DEPARTMENT OF NATURAL RESOURCES MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY HEALTH AND SAFETY AGREEMENT

Section 1: General

The Department of Natural Resources (DNR) and the Michigan Professional Employees Society (MPES) mutually agree the goal is to provide a safe and healthful working environment for all unit members. Both management and unit members shall cooperate to identify unsafe working conditions and practices and work toward their elimination. The Michigan Department of Natural Resources DNR shall endeavor to provide a safe and healthful work environment and eliminate recognized hazards.

Section 2: Health and Safety Committee

The Parties agree to establish an MPES/Department Health and Safety Committee comprised of up to three (3) MPES members and an equal number of management representatives. The Parties may mutually agree to add additional members.

The Committee shall meet as needed to address any health or safety concerns of the Scientific and Engineering Unit members within the DNR. The Committee shall not, however, meet more frequently than monthly unless MPES and DNR mutually agree. Meetings shall be subject to reasonable scheduling, and Unit members shall receive administrative leave for participation, necessary travel, and reasonable preparation for all committee activity.

Section 3: Resolution of Problems

The Parties agree to reduce to writing any recommendations for resolution of health or safety concerns and forward them to the appropriate Division Chief(s) with a copy to the Department Safety Officer and appropriate Department Deputy.

Division Chief(s) shall endeavor to implement recommendations of this joint Health and Safety Committee within thirty (30) days, or respond in writing to the Committee as to a suitable time schedule for implementation, any suggested modification(s), or reasons for non-implementation. Copies of this response shall be provided to Department Safety Officer and Department Director.

Health and Safety issues that cannot be satisfactorily resolved by the joint Health and Safety Committee shall be subject to the Labor/Management Conference provision of the MPES/OSE Agreement.

For the Michigan Professional
Employees Society

Cindy Mason

Phillip Thompson

For the Department of Natural
Resources

Riley Lentz

APPENDIX C-5
MICHIGAN PROFESSIONAL EMPLOYEES SOCIETY
MICHIGAN DEPARTMENT OF STATE POLICE
HEALTH AND SAFETY AGREEMENT

SECTION A: GENERAL

1. The Department of State Police recognizes its responsibility to maintain a safe and healthful work place and will make reasonable efforts to do so.
2. The Department of State Police will operate in accordance with all federal, state and local health and safety laws and regulations.

SECTION B: FORENSIC SCIENCE DIVISION SAFETY POLICY

1. The Forensic Science Division Safety Policy shall be as outlined in the Forensic Science Division Quality Manual SM 1-8 or its subsequent revision/update.
2. Additions to the Division Safety Policy may be locally established if the Employer determines that there exists a condition and/or situation unique to a given laboratory.
3. The Department of State Police shall furnish to each unit member and the Society a printed copy of the Forensic Science Division Safety Policy, including any applicable additions. The Safety Officer shall distribute the policy to the unit members who shall sign for receipt thereof.
4. Unit members who fail to comply with provisions of the Forensic Science Division Safety Policy may be subject to disciplinary action.

SECTION C: TRAINING

1. At times and locations determined by the Employer, the Department of State Police shall train unit members assigned to the Forensic Science Division in basic first aid and CPR (Cardio-Pulmonary Resuscitation) every other year. This training shall be tailored towards incidents that may occur in the Forensic Science Division. Forensic Science Division unit members shall be exempted from this training only upon presentation to the Employer of comparable certification. Failure to complete such training shall not be considered as failure to provide the necessary training by the Employer.
2. At times and locations determined by the Employer, periodic laboratory safety training shall be provided to all Forensic Science Division unit members. This training will be provided as part of the orientation process for new employees, and other courses may be available upon request. Such requests, including topic desired and suggested date and time, shall be submitted to the Safety Officer and forwarded to the Laboratory Director.
3. Unit members shall be considered on duty (except as provided herein) for purposes of travel to and participation in any of the above-cited training. Failure to complete all phases of the training provided may, at the discretion of the Employer, require the employee to utilize leave credits for such training.
4. The Department of State Police shall offer unit members working in the Fire Marshal Division Basic Aid and CPR (Cardio-Pulmonary Resuscitation) on a

yearly basis. This training shall be tailored towards the work performed in this Division. Participation in this training for these unit members is voluntary.

5. Content of the above-cited training shall be subject to the operational needs of the Employer.
6. Administration of the above-cited training shall be subject to the availability of funds. The Department shall make a good faith effort to procure such funds.

SECTION D: SAFETY EQUIPMENT AND CLOTHING

1. The Department shall furnish, without cost to the unit member, safety equipment and clothing required by the Employer.
2. The Department shall make available to each unit member, upon request and without cost, safety glasses suitable to wear over prescription glasses while in the laboratory. Such safety glasses will be the Norton 180 or other similar model.
3. Unit members shall exercise reasonable care in the use of Employer furnished safety equipment.
4. The Department shall provide appropriate instruction or training in the proper use of required safety equipment.
5. The Department shall endeavor to maintain all departmental safety equipment in accordance with manufacturers' recommendations.
6. Unit members who fail to comply with departmental safety policies and/or procedures, including those governing safety equipment or clothing, may be subject to disciplinary action.
7. The Department shall furnish three (3) scrub suits to each unit member in the DNA and Serology units. The Department as guided by health and safety law, including law as it pertains to blood born pathogens may require the wearing of the scrub suits. Upon request the Department shall furnish the scrub suits to Forensic Science bargaining unit members not required to wear them but who chose to wear them on a voluntary basis. These will be provided at no cost to the unit members as noted above and shall be laundered at the employer's expense. Shoe and boot protectors will also be provided at no cost to the unit members.

The unit members who have been furnished scrub suits and shoe/boot protectors shall be required to wear this additional protective clothing, plus laboratory coats, in accordance with the biohazard specimen handling procedures outlined in Forensic Science Division Quality Manual SM-1, II (A-C).

SECTION E: SMOKING

1. The Department of State Police smoking policy shall be as outlined in File 02 (15) 86 of 12/15/86 or its subsequent revision/update.

SECTION F: HEPATITIS B VACCINE

1. The Employer shall make Hepatitis B Vaccine available to all unit members of the Forensic Science Division pursuant to existing state and federal law. The vaccine shall be administered by licensed medical practitioners selected by the Employer. A follow up blood test will be given to verify the presence of anti-bodies.

SECTION G: SAFETY CONCERNS

1. Safety concerns of unit members shall be addressed as provided for in departmental policies subject to the following:

- a) Safety Officers shall be qualified volunteers and will be other than the work site supervisor. If a qualified volunteer is unavailable, the position shall be filled as specified in the Forensic Science Division Quality Manual SM-1, Part 7 (B,2). This position shall be filled by that individual for a minimum of one year and a maximum of three years if the unit member did not volunteer. The Safety Officer and their immediate supervisor shall work together to coordinate the work load between safety duties and regular caseload.

The Department shall provide a list of duties to the Safety Officer. The duties of the Safety Officer and priorities of the duties may change based on operational need. The Department will revise the list as needed.

A unit member will verbally report a safety concern to the designated Safety Officer at his/her work site.

- b) The Safety Officer will investigate the concern and respond verbally within 10 working days of notification.
- c) If, within 10 working days, the matter is not resolved by the Safety Officer, the unit member shall report the concern in writing by interoffice correspondence to the work site supervisor.
- d) The work site supervisor will investigate and respond in writing by interoffice correspondence to the unit member within 10 working days of the date received.
- e) If, within 10 working days, the matter is not resolved by the work site supervisor, the unit member shall report the concern, in writing by interoffice correspondence, to the Division Director.
- f) The Division Director shall investigate and respond in writing to the unit member within 10 working days.
- g) Failure to respond within the designated time shall entitle the unit member to proceed to the next step of this procedure.

2. Safety concerns of unit members which are not resolved under Paragraph 1 may be discussed in Labor-Management Conferences as provided for in Article 6 of the primary Agreement.

3. The provisions of this section shall supersede all other procedures for raising safety concerns and shall be invoked prior to use of the grievance procedure. The grievance procedure may be timely invoked after efforts under Paragraph 2 have failed to resolve a safety issue.

SECTION H: DURATION

This agreement, entered into the 25th day of June, 1996, between the Michigan Professional Employees Society and the Michigan Department of State Police, shall take effect upon ratification by the Society and the Civil Service Commission, and shall remain in full force and effect until the parties, through primary negotiations agree to pen this Agreement at the secondary level.

IN WITNESS WHEREOF, the parties have hereto set their hands,

For the Michigan Professional
Employees Society

Cindy Mason

Phillip L. Thompson

For the Michigan Department
of State Police

Karen Hagen

APPENDIX D
SHIFT ASSIGNMENTS COVERING
SCIENTIFIC AND ENGINEERING BARGAINING
UNIT EMPLOYEES WORKING FOR THE
DEPARTMENT OF MENTAL HEALTH
[Subsequently renamed Department of Community Health]

When it is determined that operational needs require the assignment of work hours that are different from the work shifts as defined in Article 19 of the MPES/State of Michigan Primary Agreement, such assignments of bargaining unit employees shall be made as follows:

- A. Any proposed schedule changes for bargaining unit members outside the work shifts defined in Article 18 of the MPES/State of Michigan Primary Agreement shall be reduced to writing by the facility and distributed to affected bargaining unit members.
- B. Affected bargaining unit members within the facility will be given up to five (5) work days to reach voluntary agreement as to which employees shall work specific available schedules. Decisions reached in this manner shall be reduced to writing and presented to the individual designated by the facility within the five (5) working day period.
- C. In the event no voluntary agreement is presented to the facility designee, bargaining unit members will select available work schedules based on seniority, as defined in Article 11 of the primary agreement in the following manner:
 - 1. The affected bargaining unit member, in seniority order, beginning with the most senior, shall have the opportunity to select his/her preferred work schedule and notify the facility designee within five (5) work days after the facility has notified employees that assignments will be made based on seniority.

In the event some schedules remain open the facility designee shall assign employees to the remaining available schedules.
- D. Bargaining unit members shall be allowed to bid on any new or vacated schedules within their class, level and facility if the facility intends to fill the position. Such positions bid on will be filled based on seniority.
- E. Bargaining unit members of equal qualifications may voluntarily agree to switch work schedules with other bargaining unit members of the same class, level and facility. Such voluntary agreements will be subject to supervisory approval, however, shall not be unreasonable denied.

F. Any affected bargaining unit members work schedules shall be determined according to this secondary agreement within twenty (20) work days after ratification of this agreement.

This does not preclude changes in work schedules within the term of this agreement.

G. It is understood by the parties that the intent of this secondary agreement is to determine the method of scheduling bargaining unit members for consistent work schedules (as opposed to rotating work schedules). Requests for rotating work schedules may be implemented by mutual agreement of the parties. If agreement is not reached the issue will be subject to negotiation between MPES and the Department at the request of either party.

H. The terms of this secondary agreement shall continue in full force and effect through December 31, 1990 unless modified by mutual agreement or negotiation between MPES and the Department of Community Health (formerly Mental Health).

Phillip Thompson
MPES 7/22/88

Thomas E. Adams
DMH 7/22/88

MPES/DMH Secondary Bargaining Team

Edward Novak
Richard Kujda

Jeff Fiszbein
Bonnie Weitzel

Signed original of this letter is on file with either MPES or OSE

APPENDIX E-1
STATEWIDE RECALL REQUEST FORM
SCIENTIFIC/ENGINEERING UNIT

NAME: _____

SS# _____

TELEPHONE: _____ CURRENT CLASS/LEVEL:

Article 12 (Layoff and Recall) of the Agreement between the State of Michigan and the Michigan Professional Employees Society provides laid off employees certain rights to recall. The following information is essential in protecting your rights. You will be considered for recall only to those positions in classifications and locations you have indicated on this form. This form must be completed and delivered to the department personnel office within seven days of the effective date of your layoff.

I agree to accept recall to positions as indicated below:

☐ Any position in my current classification and level (Primary Class).

☐ Any position in a classification in the bargaining unit in which I have achieved Civil Service status (Secondary Class).

☐ I am interested in being considered for appointment to positions, for which I may be qualified, in the following classifications:

1. _____ 3.

2. _____ 4.

I understand that appointment to such a position shall be subject to Civil Service certification requirements and that it is my obligation to take the necessary steps to have my name placed on a "referral" list for the above classifications. I wish to be placed on recall lists and to be considered for appointment to positions in the counties I have indicated below:

<input type="checkbox"/> Alcona	<input type="checkbox"/> Clare	<input type="checkbox"/> Iosco	<input type="checkbox"/> Marquette	<input type="checkbox"/> Otsego
<input type="checkbox"/> Alger	<input type="checkbox"/> Clinton	<input type="checkbox"/> Iron	<input type="checkbox"/> Mason	<input type="checkbox"/> Ottawa
<input type="checkbox"/> Allegan	<input type="checkbox"/> Crawford	<input type="checkbox"/> Isabella	<input type="checkbox"/> Mecosta	<input type="checkbox"/> Presque Isle
<input type="checkbox"/> Alpena	<input type="checkbox"/> Delta	<input type="checkbox"/> Jackson	<input type="checkbox"/> Menominee	<input type="checkbox"/> Roscommon
<input type="checkbox"/> Antrim	<input type="checkbox"/> Dickinson	<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Midland	<input type="checkbox"/> Saginaw
<input type="checkbox"/> Arenac	<input type="checkbox"/> Eaton	<input type="checkbox"/> Kalkaska	<input type="checkbox"/> Missaukee	<input type="checkbox"/> Sanilac
<input type="checkbox"/> Baraga	<input type="checkbox"/> Emmet	<input type="checkbox"/> Kent	<input type="checkbox"/> Monroe	<input type="checkbox"/> Schoolcraft
<input type="checkbox"/> Barry	<input type="checkbox"/> Genesee	<input type="checkbox"/> Keweenaw	<input type="checkbox"/> Montcalm	<input type="checkbox"/> Shiawassee
<input type="checkbox"/> Bay	<input type="checkbox"/> Gladwin	<input type="checkbox"/> Lake	<input type="checkbox"/> Montmorency	<input type="checkbox"/> St. Clair
<input type="checkbox"/> Benzie	<input type="checkbox"/> Gogebic	<input type="checkbox"/> Lapeer	<input type="checkbox"/> Muskegon	<input type="checkbox"/> St. Joseph
<input type="checkbox"/> Berrien	<input type="checkbox"/> Grand Traverse	<input type="checkbox"/> Leelanau	<input type="checkbox"/> Newaygo	<input type="checkbox"/> Tuscola
<input type="checkbox"/> Branch	<input type="checkbox"/> Gratiot	<input type="checkbox"/> Lenawee	<input type="checkbox"/> Oakland	<input type="checkbox"/> Van Buren
<input type="checkbox"/> Calhoun	<input type="checkbox"/> Hillsdale	<input type="checkbox"/> Livingston	<input type="checkbox"/> Oceana	<input type="checkbox"/> Washtenaw
<input type="checkbox"/> Cass	<input type="checkbox"/> Houghton	<input type="checkbox"/> Luce	<input type="checkbox"/> Ogemaw	<input type="checkbox"/> Wayne
<input type="checkbox"/> Charlevoix	<input type="checkbox"/> Huron	<input type="checkbox"/> Mackinac	<input type="checkbox"/> Ontonagon	<input type="checkbox"/> Wexford

Agreement Between
The State of Michigan and The Michigan Public Employees , SEIU Local 517M

<input type="checkbox"/> Cheboygan	<input type="checkbox"/> Ingham	<input type="checkbox"/> Macomb	<input type="checkbox"/> Osceola
<input type="checkbox"/> Chippewa	<input type="checkbox"/> Ionia	<input type="checkbox"/> Manistee	<input type="checkbox"/> Oscoda

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list. Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

**APPENDIX E-2
DEPARTMENT OF AGRICULTURE
RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

☐ Region 1

☐ Region 2

☐ Region 3

☐ Region 4

☐ Region 5

☐ Region 6

☐ Region 7

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

APPENDIX E-3
DEPARTMENT OF COMMUNITY HEALTH
MPES DEPARTMENTAL RECALL FORM

I wish to be placed on recall lists and to be considered for appointment to positions in the agencies I have indicated below:

- ☐ Caro Center
- ☐ Central Office (Includes Upper Peninsula Laboratory & MLK Blvd.)
 - ☐ Upper Peninsula Laboratory (Only)
 - ☐ Martin Luther King Boulevard Complex Laboratory (Only)
- ☐ Center for Forensic Psychiatry
- ☐ Hawthorn Center
- ☐ Huron Valley Center (Corrections/Mental Health Services)
- ☐ Ionia Clinical Complex (Corrections/Mental Health Services)
- ☐ Jackson Clinical Complex (Corrections/Mental Health Services)
- ☐ Kalamazoo Psychiatric Hospital
- ☐ Mt. Pleasant Center
- ☐ Northville Psychiatric Hospital
- ☐ Office of Aging (Autonomous Type 1 Agency)
- ☐ Southeast Clinical Complex (Corrections/mental Health Services)
- ☐ Southgate Center
- ☐ Walter Reuther Psychiatric Hospital

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in access and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

Employee Signature

Date

**APPENDIX E-4
DEPARTMENT OF TRANSPORTATION
RECALL FORM**

I wish to be placed on recall lists and to be considered for appointment to positions in the layoff units I have indicated below.

- ☐ Superior Region
- ☐ North Region
- ☐ Bay Region
- ☐ Grand Region
- ☐ Southwest Region
- ☐ University Region
- ☐ Metro Region
- ☐ Lansing Area, Including Secondary Complex And the Bureau of Aeronautics

NOTE: Careful consideration must be given to your selection above. You will be given consideration only for positions in those classifications and locations you have indicated. Failure to respond to a recall notice or refusal to accept an appointment will result in your name being removed from that list.

Your personnel office must be notified immediately in writing of any change in address and/or telephone number.

I hereby certify that I have read and understand the above statements. The selections I have made serve as my written request of the appointing authority for recall purposes.

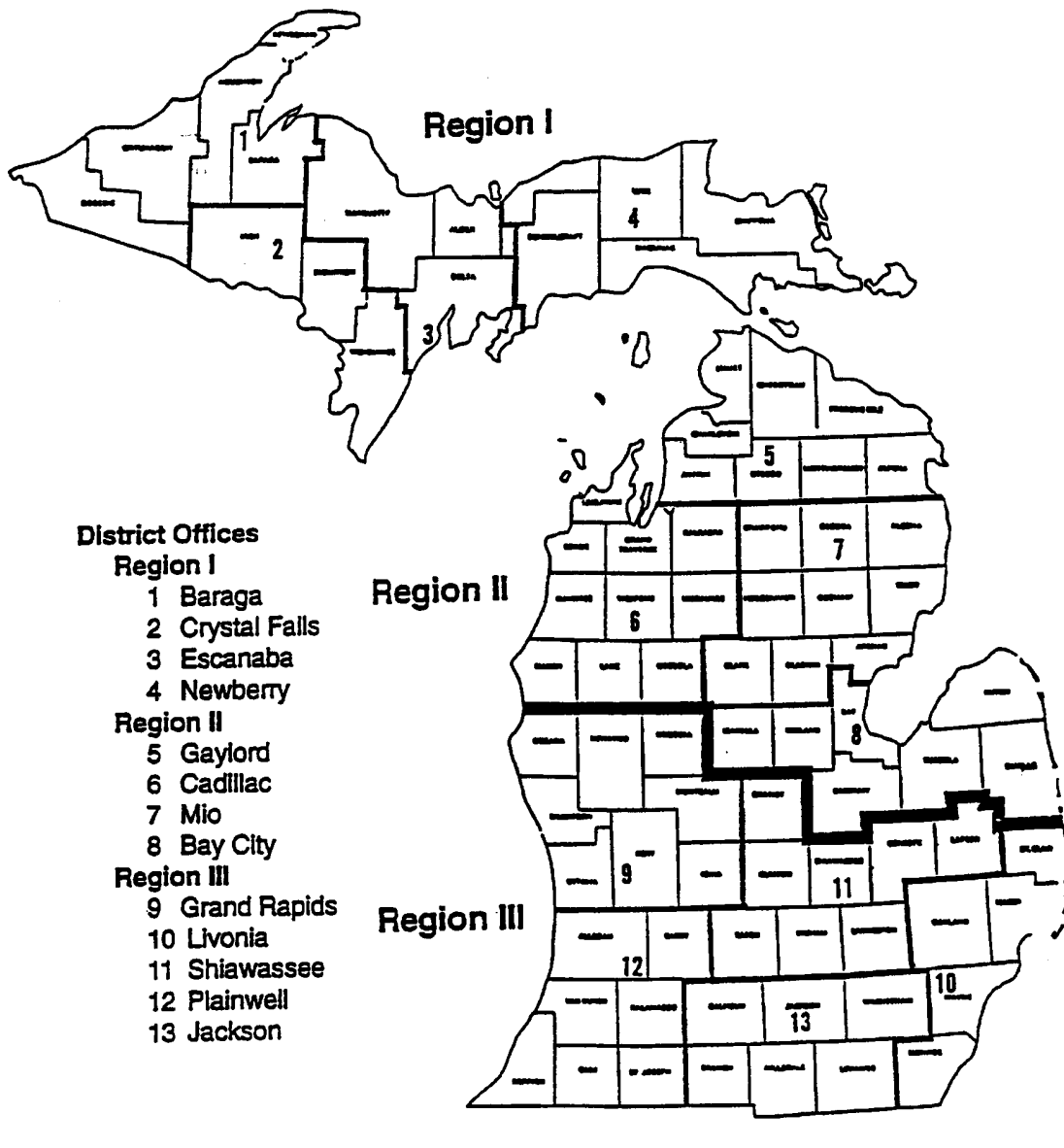
Employee Signature

Date

APPENDIX F-1 DEPARTMENTAL LAYOFF UNIT MAPS

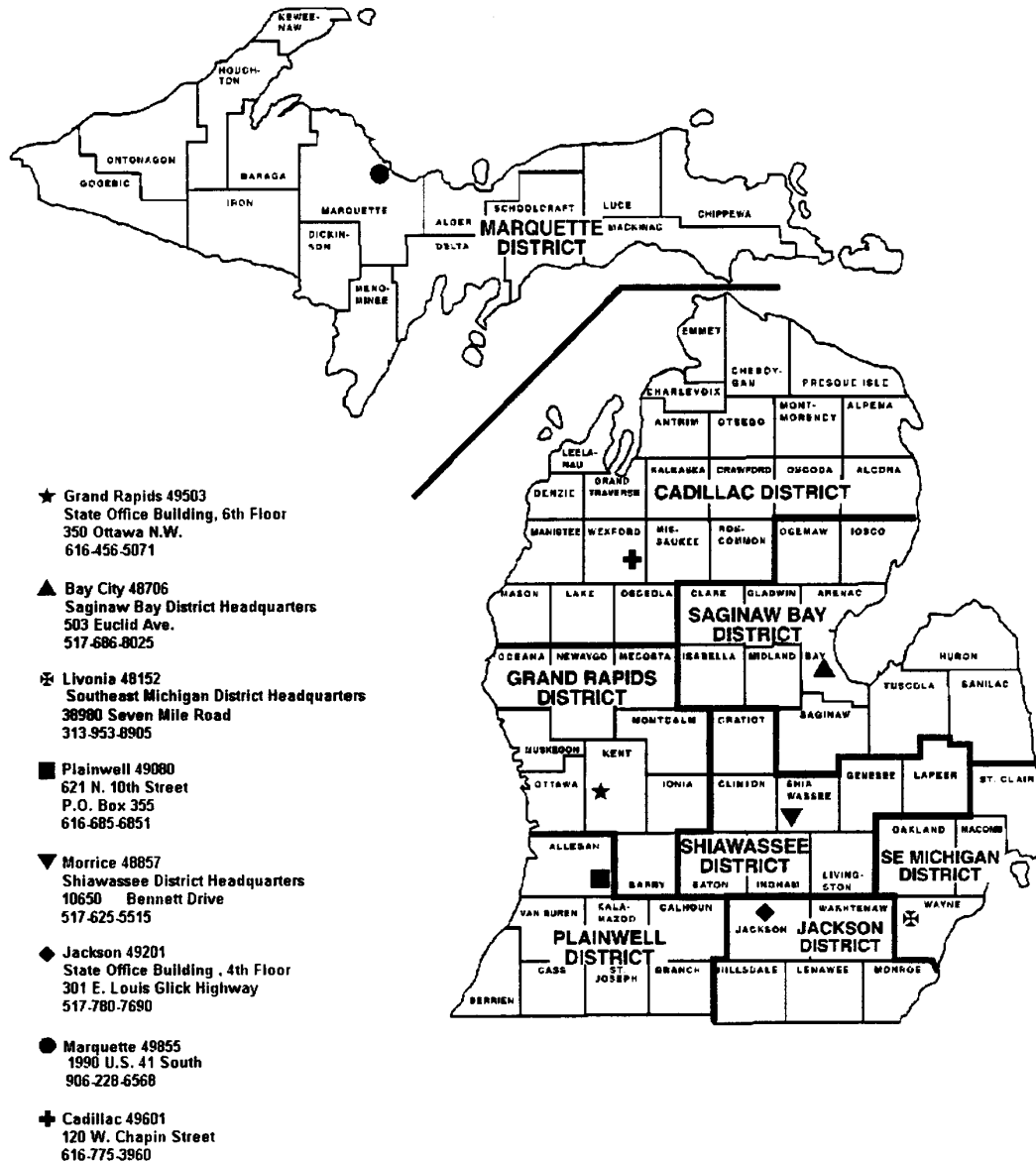
DEPARTMENT OF NATURAL RESOURCES MAP

Region/District Structure



APPENDIX F-2 DEPARTMENTAL LAYOFF UNIT MAPS

DEPARTMENT OF ENVIRONMENTAL QUALITY MAP



APPENDIX G LONGEVITY COMPENSATION PLAN SCHEDULES OF PAYMENTS FOR MPES

5	10,400	\$260
6	12,480	
7	14,560	
8	16,640	
9	18,720	300
10	20,800	
11	22,880	
12	24,960	
13	27,040	370
14	29,120	
15	31,200	
16	33,280	
17	35,360	480
18	37,440	
19	39,520	
20	41,600	
21	43,680	610
22	45,760	
23	47,840	
24	49,920	
25	52,000	790
26	54,080	
27	56,160	
28	58,240	
29 & Over	60,320 & Over	1040

A. Eligibility.

1. Career employees who separate from state service and return and complete five years (10,400 hours) of full-time continuous service prior to October first of any year shall have placed to their credit all previous state classified service earned.
2. To be eligible for a full annual longevity payment after the initial payment, a career employee must have completed continuous full-time classified service equal to the service required for original eligibility, plus a minimum of one additional year (2080 hours).

3. Career employees rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the number of hours in pay status during the longevity year.

B. Payments. Payment shall be made in accordance with the table of longevity values based on length of service as of October 1.

1. No active employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period except in the event of retirement or death, or as provided in paragraph 7 of this sub-section.

2. Initial payments—employees qualify for their initial payment by completing an aggregate of five years (10,400 hours) of continuous service prior to October 1. The initial payment shall always be a full payment (no proration).

3. Annual payments.

a. Employees qualify for full annual payment by completing 2,080 hours of continuous service during the longevity year.

b. Employees who are in pay status less than 2,080 hours shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year.

4. Payments to employees who become eligible on October 1 of any year shall be made on the pay date following the first full pay period in October; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.

5. Lost time considerations.

a. Lost time is not creditable continuous service nor does it count in qualifying for an initial or an annual payment.

b. Employees do not earn state service credit in excess of 80 hours in a bi-weekly pay period. Paid overtime does not offset lost time, except where both occur in the same pay period.

6. Payment to employees on unpaid leave of absence or layoff on October 1.

a. An employee on other than a waived rights leave of absence, who was in pay status less than 2,080 hours during the longevity year, will receive a pro rata annual payment based on the number of hours in pay status during the longevity year; such payment shall be made on the pay date following the first full pay period in October.

- b. An employee on a waived rights leave of absence will receive a pro rata longevity payment upon returning from leave.
- 7. Effective with the pay period beginning August 20, 2000 the anniversary date longevity system will be discontinued. Payments for the conversion period will be as outlined below.
 - a. If the employee has more than 12,480 hours prior to October 1, 2000 and has received a longevity payment since the end of the last fiscal year, the employee shall receive a pro-rated payment in October 2000 based on the number of hours in pay status between the longevity anniversary date and October 1, 2000.
 - b. If the employee has more than 12,480 hours of continuous service prior to October 1, 2000 and has not received a longevity payment since September 30, 1999, the employee's longevity payment in October, 2000 will be calculated based on the number of hours in pay status between his/her last longevity anniversary date and October 1, 2000, as a percentage of 2,080 hours. If an employee is scheduled to receive an anniversary longevity payment on or after August 20, 2000 but before October 1, 2000, the employee's longevity payment in October, 2000 will include both the anniversary longevity payment amount and an additional amount based on the number of hours the employee has been in pay status between the longevity anniversary date and October 1, 2000.
- 8. Payment at retirement or death -- an employee with 10,400 hours of currently continuous service, who separates by reason of retirement or death, shall qualify and receive both a terminal and a supplemental payment as follows:
 - a. A terminal payment, which shall be either:
 - 1) A full initial longevity payment based upon the total years of both current and prior service, if the employee has not yet received an initial longevity payment; or,
 - 2) A pro rata payment for time worked from the preceding October 1 to the date of separation, if previously qualified. the pro rata payment is based on hours in pay status since October 1 of the current fiscal year.
 - b. A supplemental payment for all time previously not counted in determining the amount of prior longevity payments, if any.
- C. Longevity Overtime. Upon conversion, the regular rate add-on for longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. this amount will be included in the longevity payment. In 2000 only, the regular rate add-on for longevity will be calculated retroactively for overtime

worked on and between August 20, 2000 and September 30, 2000, and will be paid with the longevity payment in the first full pay period in October 2000.

APPENDIX H
LETTER OF AGREEMENT
IN SUPPORT OF NATIONAL HEALTH CARE REFORM
SEPTEMBER 1991

The Union and the Employer recognize that our nation's health care system has reached a state of crisis. Skyrocketing health care costs threaten the living standards of workers and the financial stability of state and local governments. Spending for publicly provided health care insurance, both for civil servants and the poor who rely on government for health care coverage, is the fastest growing component of state and local government budgets. The cost of providing health care insurance is rising as rapidly for the public sector as it is in the private sector.

In the past, the Union and the Employer have agreed to mutual efforts to control health care costs through various cost-containment initiatives. While the parties are committed to continuing these efforts, they now recognize that the problem cannot be solved through collective bargaining alone. Health care costs cannot be adequately controlled on a plan-by-plan, Employer-by-Employer, or even totally on a state-by-state basis. Rather, a new national framework for the health care system that works in true partnership with the states is required to solve the three related problems of cost, quality and access.

The parties agree to work jointly to achieve a national consensus for health care reform. National health care reforms should recognize the best of state initiatives, including statewide health care reforms that improve access, maximize delivery of cost-effective preventive care and that establish medical care payment programs designed to reduce overall medical costs. The parties recognize that cooperation between labor and management will increase their effectiveness in achieving changes in state and federal policy that both support.

At the national level, the parties agree to meet with Congress to begin work on approaches to achieve national health care reform that recognize the partnership role of states.

At the state level, the parties agree to the formation of a Joint Committee on Health Care Reform whose efforts will be guided by the following principles:

1. The interconnected problems of cost, quality, and access require comprehensive solutions involving states, the federal government and the private sector
2. Immediate action to achieve a national consensus on comprehensive solutions is required, even through it may entail both short and long-term initiatives.
3. Assuring all citizens access to affordable health care must have the highest priority. The financing of care should be shared fairly among all participants in

the health care system. Health care financing must have a positive impact on international competition, preclude cost shifting among payers and assure basic care to individuals who do not have the ability to pay.

4. A comprehensive solution will require leadership from all levels of government and the private sector to establish a national framework for health care reform which will contain costs, assure quality, and extend access to affordable care for all citizens. The practice of shifting financial responsibility for health care costs from the federal government to states and localities must end, and a stable financing base must be assured.
5. Cost containment strategies at the state level must work together with national reforms. State level cost containment strategies may include all-payer reimbursement systems, global budgeting of capital, an expanded role for community-based care that emphasizes preventive health care, electronic billing systems, purchasing consortia for small businesses to reduce administrative costs and tort liability reform, including national practice standards and protocols.
6. The federal government must recognize the critical role of states and localities as administrators and innovators. The federal government can assist states in their efforts to test various reform alternatives and the parties agree to study such alternatives including reducing paperwork burdens, simplifying waiver procedures for Medicaid, utilizing all payer reimbursement systems and the utilization of cost-effective managed care.
7. Reform should build upon the strengths of the American economic system including plurality (e.g., the choice of competing delivery systems), competition, technical innovations, and a federal/state partnership.

Phillip Thompson
For the Union

William Whitbeck
For the Employer

Signed original of this letter is on file with either MPES or OSE

**APPENDIX I
AGREEMENT**

JOINT COMMITTEE ON NATIONAL HEALTH CARE REFORM

WHEREAS, the parties to this agreement recognize that our nation's health care system has reached a state of crisis and have agreed to work jointly to achieve a national consensus for health care reform; and

WHEREAS, the Michigan Corrections Organization, Local 526-M; Local 31-M; and the Michigan Professional Employees Society are all locals of the Service Employees International Union. AFL-CIO ("SEIU") and have each entered into Letters of Agreement with the State of Michigan providing for the formulation of a Joint Committee on Health Care Reform and setting out certain principles by which the efforts of that Committee will be guided; and

WHEREAS, the parties wish now to designate the members of the Joint Committee on National Health Care Reform.

NOW, therefore, the parties agree as follows:

1. On behalf of labor, SEIU designates the following members of the Joint Committee on National Health Care Reform:
 - Paul Policicchio, International Vice President, SEIU and President of Michigan Local 79, SEIU (Detroit).
 - Vicki Cook Bumbaugh, President, Michigan Local 31-M, SEIU.
 - Phillip L. Thompson, Executive Director, Michigan Professional Employees Society, SEIU.
 - Fred R. Parks, Executive Director, Michigan Corrections Organization, Local 526-M, SEIU.
2. On behalf of management, the State of Michigan designates the following members of the Joint Committee on National Health Care Reform:
 - Dennis Schornack, Senior Policy Advisor to the Governor.
 - Vernice Davis Anthony, Director of the Department of Public Health.
 - Mark Murray, Director of the Office of Health and Human Services of the Department of Management and Budget.
 - William C. Whitbeck, Director of the Office of the State Employer.

John J. Sweeney
President, SEIU

John Engler
Governor, State of Michigan

Signed original of this letter is on file with either MPES or OSE

**APPENDIX J
LETTER OF UNDERSTANDING**

RE: P-RATE AND RETENTION/HIGH SECURITY

This Letter of Understanding is entered into between the State of Michigan, represented by the Office of the State Employer, and the Michigan Professional Employees Society, exclusive representative for the Scientific and Engineering bargaining unit.

1. Article 2, Section A of the parties' current collective bargaining agreement incorporates by reference the Rules and Compensation Plan ("Plan") of the Michigan Civil Service Commission which were in effect on the effective date of the agreement, unless the subject matter of such rules and compensation plan is covered in the agreement.

2. Section 4, IV of the Compensation Plan provides that employees who are currently receiving the forty cents (\$.40) per hour prison rate (eligibility for which is provided in Article 25, Section I of the current collective bargaining agreement), who have two years of continuous service, and whose work stations are described in Section 4, IV, B.2 of the Plan shall be paid a "Retention/High Security" pay premium of an additional ten cents (\$.10) per hour, for a total of fifty cents (\$.50) per hour above regular rates. Retention/high security pay and prison rate shall not be applied simultaneously. All other provisions of Section 4, IV of the Plan shall apply in accordance with their terms.

3. As full and final resolution of any and all grievances, claims, or other disputes regarding implementation of Retention High Security pay for members of this bargaining unit, the parties agree to implement the provisions of the Section 4, IV of the Compensation Plan effective upon ratification by the members of the Scientific and Engineering bargaining unit and approval by the Civil Service Commission of a voluntary economic agreement for Fiscal Year 1993-94.

Phillip L. Thompson
For the Society

James Wilson
For the Employer

Date: 11/19/92

Date: 11/19/92

Signed original of this letter is on file with either MPES or OSE

APPENDIX K- SELECT CITIES
TRAVEL EXPENSE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES
EFFECTIVE JANUARY 1, 2002
- SUBJECT TO CHANGE -

MICHIGAN SELECT CITIES AND COUNTIES			
Cities		Counties	
Ann Arbor Charlevoix Gaylord Mackinac Island Petoskey Traverse City		All of Wayne All of Oakland	
OUT-OF-STATE SELECT CITIES			
STATE	SELECT CITY OR COUNTY AS DEFINED	STATE	SELECT CITY OR COUNTY AS DEFINED
California	DEATH VALLEY	Maryland	OCEAN CITY
California	LOS ANGELES	Minnesota	MINNEAPOLIS / ST. PAUL
California	MAMMOTH LAKES	Missouri	ST. LOUIS
California	SAN DIEGO	Montana	BIG SKY
California	SAN FRANCISCO	New Mexico	SANTA FE
California	SAN JOSE	New York	THE BRONX/BROOKLYN/QUEEN S
California	SUNNYVALE / PALO ALTO	New York	MANHATTAN
California	YOSEMITE NATIONAL PARK	Ohio	CINCINNATI
Colorado	ASPEN	Pennsylvania	PHILADELPHIA
Colorado	TELLURIDE		
Colorado	VAIL		
DC	WASHINGTON, DC (also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges County in Maryland.	Pennsylvania	PITTSBURGH
Florida	FT. PIERCE	Texas	DALLAS
Florida	KEY WEST		
Florida	PALM BEACH (also the cities of Boca Raton, Delray Beach, Jupiter, Palm Beach Gardens, Palm Beach		

Illinois	Shores, Singer Island, and West Palm Beach)	Utah	PARK CITY
Massachusetts	CHICAGO	Virginia	WINTERGREEN
s	BOSTON		
Massachusetts	CAMBRIDGE		
s			
Massachusetts	MARTHAS VINEYARD	Washington	SEATTLE
s			
Massachusetts	NANTUCKET		
s			

**APPENDIX L-1
LETTER OF UNDERSTANDING
ANNUAL PERFORMANCE EVALUATION SYSTEM**

During negotiations in 2001, the parties discussed the annual performance evaluation system recently instituted. In the event that the union identifies concerns over the implementation of the process, they may request a meeting with the office of the state employer to review and attempt to resolve the concerns.

For the Union

For the Office of the
State Employer

Cindy Kalinowski

Janine M. Winters

**APPENDIX L-2
LETTER OF UNDERSTANDING
HUMAN RESOURCES MANAGEMENT NETWORK (HRMN)**

During negotiations in 2001 the parties reviewed changes in terminology that resulted from the implementation of the new payroll-personnel system, HRMN. The parties have elected to continue to use terminology that existed prior to the implementation of HRMN even though that same terminology is not utilized in HRMN. The parties agree that the HRMN terminology does not alter the meaning of the contract language unless specifically agreed otherwise.

An example of this are the terms “transfer, reassignment, and demotion” which are called “job change” in HRMN. The HRMN history record will show each of these

transactions as a job change, however they will continue to have the same contractual meaning they had prior to the implementation of HRMN.

For the Union

For the Office of the
State Employer

Cindy Kalinowski

Janine M. Winters

**APPENDIX M
LETTER OF UNDERSTANDING
ARTICLE 24**

The following Rules for Network Use will be used by the parties in determining in and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some state employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the third party administrator's national PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary care -- two primary care physicians (PCP) within 15 miles;
- Specialty care -- two specialty care physicians (SCP) within 20 miles; and
- Hospital -- one hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

Member costs associated within in-network or out-of-network use

	In-Network	Out-Of-Network
Deductible	\$200/individual \$400/family	\$500/individual \$1,000/family
Co-payments	office visits \$10 services 0% or 10% emergency 0%	most services 10% (see 2. Below)
Preventive services	covered at 100% limited to \$500 per calendar year per person; in January 2004, limit increases to \$750	not covered
Out-of-pocket maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.
2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
 - If the non-network provider is a blues' participating provider, the provider will accept the blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).
4. If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network deductibles, co-payments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO standard transition policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO standard transition policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

APPENDIX N
ARTICLE 24
STATE HEALTH PLAN PPO – BENEFIT CHART

	State Health Plan (PPO)	
	In-Network	Out-of-Network
Preventive Services - Limited to \$500 per calendar year per person (In January 2004, limit increases to \$750)		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered -100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered -100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered -100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered -100% -6 visits per year through age 1 -2 visits per year, age 2 through 3 -1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered - 100%	Not covered
Fecal Occult Blood Screening	Covered -100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered - 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered - 100%, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered - 100%	Covered - 90% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible. must be

	deductible	deductible, must be medically necessary
Office Consultations	Covered - \$10 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room- approved diagnosis, prudent person rule	Covered - 100% for emergency medical illness or accidental injury	Covered - 100% for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered - 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Blood Storage	Covered - 100% after deductible Unlimited Days	Covered - 90% after deductible Unlimited Days
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible

	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered - 100% after deductible	Covered - 90% after deductible
Voluntary Sterilization	Covered - 100% after deductible	Covered - 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered - 100% after deductible	Covered - in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after	Covered - 90% after

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	deductible	deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation	Covered - 90% after deductible	Covered - 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered - 90% after deductible	Covered - 90% after deductible
Prosthetic and Orthotic Appliances	Covered - 90% after deductible	Covered - 90% after deductible
Private Duty Nursing	Covered - 90% after deductible	Covered - 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$10 office visits; more frequent than 36 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered - 90% after deductible (up to 20 visits annually)	Covered - 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)	
Deductible, Co-pays and Dollar Maximums		
Deductible	\$200 per member; \$400 per family	\$500 per member; \$1,000 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$10 for office visits/consultations	

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- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MHSA outpatient, chiropractic, durable medical equipment, prosthetic and orthotic appliances, and private duty nursing	10% for most services; MHSA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

**APPENDIX O
ARTICLE 24**

The following provisions are in effect until October 1, 2002, except for the Group Basic and Major Medical insurances, as well as the prescription drug plans, which are in effect until January 1, 2003.

A. Flexible Benefits Plan FLEXIBLE BENEFITS PLAN FLEXIBLE BENEFITS PLAN.

1. Bargaining unit employees shall be eligible to participate in a flexible benefits plan. It is understood and agreed that enrollment in the group insurance options offered under the flexible benefits plan will be part of the annual open enrollment process.

B. Group Basic And Major Medical Insurance Plans. GROUP BASIC AND MAJOR MEDICAL INSURANCE PLANS GROUP BASIC AND MAJOR MEDICAL INSURANCE PLANS (State Health Plan Advantage as Administered by Blue Cross/Blue Shield of Michigan).

Premium Splits.

a. Full Time. PREMIUM SPLITS. A. FULL TIME PREMIUM SPLITS. A. FULL TIME

Except as provided within this Article, the Employer shall maintain the existing Group Basic and Major Medical Health Insurance coverages. The Employer shall pay ninety-five percent (95%) of the premiums for the Health Plan. Premium payment and eligibility for coverage for permanent intermittent employees shall continue in accordance with current practice.

b. Less than Full Time.

- (1) During negotiations in 1998, the parties discussed the group insurance premiums paid by the Employer for other less than full-time employees. While the parties have agreed in concept to a reduction in the Employer's share of the premium for group insurance coverages for these other less than full-time employees, there are uncertainties regarding what can be administratively implemented under the new human resources management network scheduled to become operational during 1999 and 2000. The parties agree to establish a committee consisting of three representatives of the Employer and three representatives of the coalition to determine the manner in which this provision will be applied to these other less than full-time employees.

- (2) The Parties agree that in accordance with and to implement Article 24B.1.b. of the current collective bargaining agreement, employees hired on or after January 1, 2000 who are appointed to a position with a regular work schedule consisting of 40 hours or less per biweekly pay period shall pay fifty percent (50%) of the premium for health, dental, and vision insurance. This shall not apply to an employee appointed to a permanent intermittent position. Eligibility for enrollment shall be in accordance with current contractual provisions.

Employees who have a regular work schedule of 40 hours or less per biweekly pay period who are temporarily placed on a regular work schedule of more than 40 hours per biweekly pay period for a period expected to last six months or more, shall be considered as working a regular work schedule of more than 40 hours for the period of the temporary schedule adjustment.

Co-Pay. The reimbursement under Major Medical shall be ninety percent (90%).
[See Section C.1. of this Article.]

Psychiatric Services~~Psychiatric Services~~Psychiatric Services. Reimbursement for out-patient psychiatric services under Major Medical shall be at ninety percent (90%) with a \$3,500 per person maximum benefit per year. [See Section M. of this Article.]

Deductibles for Major Medical. [See Section C.1 of this Article.] Effective 1/1/97, the major medical annual deductibles are increased to \$100/individual, \$200/family. Effective 1/1/99, the major medical annual deductibles are increased to \$150/individual, \$300/family. Effective 1/1/2000 the major medical annual deductibles are increased to \$300/individual, \$600/family.

Stop Loss. Effective 1/1/97, the annual stop-loss limit is increased from \$500 to \$750. Effective 1/1/99, the annual stop-loss limit is increased to \$1,000. Effective 1/1/2000, the stop-loss limit remains at \$1,000 per individual family member.

Non-Par Provider. Effective 1/1/97, covered charges by a provider who is not a participating ("par") provider with BCBSM will be reimbursed at the par provider usual customary and reasonable (UCR) rate if 75% or more of the providers of that specialty area of practice in the county in which medical services are provided are par providers. For purposes of this Section, a provider's status as par or non-par will be established at the beginning of the plan (calendar) year and will be considered unchanged throughout the year. The member will be responsible for the remaining balance of the billed charges, and this amount will not count toward the member's deductible or stop-loss limit. The joint SEIU/OSE Health Care Committee shall determine what specialty areas of practice will be

clustered together for purposes of determining the population of providers upon which the 75% calculation will be made.

Covered charges by a non-par provider for a member residing in a county where less than 75% of the providers of that type are par providers will be reimbursed at the level of billed charges, less any applicable deductible and co-payment. This does not preclude BCBSM from contracting directly with such provider for a lower fee on specific services.

If a member is under a course of treatment and the provider changes from par to non-par status, billed charges will be paid, regardless of the percentage of the providers of that type in the county, until that course of treatment has been completed.

The state will arrange for BCBSM to provide information on a quarterly basis on reimbursements under this system to the joint SEIU/OSE Health Care Committee. In addition to the activities described below, the Committee will expedite resolution of any problems reported by BCBSM, but nothing will preclude the Committee from acting on a problem or complaint of an individual prior to receipt of the BCBSM report.

The State and the SEIU Coalition will arrange for BCBSM to make concerted efforts to increase the number of par providers in those areas in which the level of participation is less than 75% by specialty area of practice. This may include providing additional incentives to providers. In addition, upon request, the State will direct BCBSM to provide letters to members for forwarding to their own physicians (if they are not par providers), requesting them to become par providers for their own case, if not in full. This letter will not be released unless approved by the State and the SEIU locals.

Room CoverageRoom CoverageRoom Coverage. The Health Benefits Plan will pay benefits for a private room only for the purpose of medically necessary isolation.

Dependent Coverage Upon Unit Member's DeathDependent Coverage Upon Unit Member's DeathDependent Coverage Upon Unit Member's Death. Health plan coverage for enrolled dependents will cease the thirtieth (30th) day after a unit member's death unless the covered unit member is eligible for an immediate pension benefit from the State Employee Retirement System.

Hearing Care ProgramHearing Care ProgramHearing Care Program.

- a. The Hearing Care Program shall be available to employees enrolled in the State Health Plan.
- b. Effective October 1, 1989 the binaural hearing benefit shall be available to employees in this bargaining unit. Hearing care benefits

are payable once in every thirty-six (36) consecutive months and subject to certain maximum allowable amounts.

Health Maintenance Organizations (HMO)Health Maintenance Organizations (HMO)Health Maintenance Organizations (HMO).

- a. As an alternative to the State-sponsored health insurance program, enrollment in an HMO shall be offered to those unit members residing in areas where qualified, licensed HMO's are in operation. The state shall pay the same dollar value contribution toward HMO membership (per enrolled employee) as is paid to the State-sponsored health insurance program for both unit member and unit member/dependent coverage, except where the membership cost is less than the State-sponsored health insurance program premium. In such case, the State shall pay that rate published by the Department of Civil Service, which is currently one hundred percent (100%) of the HMO membership cost.
- b. The parties agree that if the Federal statute and/or implementing regulations governing HMO's are changed during the life of this Agreement, the implementation of any changes in the current HMO plans shall be negotiated with the Society.
- c. Employee Residence ChangeEmployee Residence Change. If an employee moves to a new permanent residence outside of the service area of an authorized HMO in which the employee is enrolled, the employee may transfer his/her health care coverage to the State Health Plan or to another authorized HMO serving the new residential area.

PPOs and Other Managed Health Care ApproachesPPOs and Other Managed Health Care ApproachesPPOs and Other Managed Health Care Approaches. Within the framework of the joint committee on health care reform established by the parties' letter of agreement in support of National Health Care Reform, Appendix I of this Agreement, the parties agree to establish additional specific subcommittees for the purpose of jointly exploring the introduction of PPOs and other managed health care approaches within the unit. The creation, administration and specific responsibilities of these subcommittees shall be in accordance with the parties letter of understanding, dated 11/16/92, Appendix J of this agreement.

C. State Health Plan - Participating Provider Incentive (PPI)STATE HEALTH PLAN - PARTICIPATING PROVIDER INCENTIVE (PPI)STATE HEALTH PLAN - PARTICIPATING PROVIDER INCENTIVE (PPI).

1. Waiver of Co-Pay and DeductibleWaiver of Co-Pay and DeductibleWaiver of Co-Pay and Deductible. Effective October 1, 1988 the Major Medical co-pay of ten percent (10%) and \$150 individual/ \$300 family deductible will be waived for employees and dependents who use "participating providers" (a participating provider as defined by Blue Cross Blue Shield). This is not applicable to chiropractic and out-patient psychiatric. Effective 1/1/2000, the deductible will be \$300 individual / \$600 family, per section B-4.
 2. Deductible/Basic ServicesDeductible/Basic ServicesDeductible/Basic Services. Effective October 1, 1988 the Blue Cross Blue Shield usual and customary par provider screen (UCR) will be adopted for all Basic Services. Employees who use non-par providers for these Basic Services will be responsible for any amount in excess of the BCBS UCR screen amount. There will be stop loss amount of \$1,000 per individual for these excess charges.
 3. Deductible/Major Medical ServicesDeductible/Major Medical ServicesDeductible/Major Medical Services. For Major Medical services, employees who use non-par providers will continue to be responsible for the \$150 individual/ \$300 family deductible and the ten per cent (10%) co-pay. Effective 1/1/2000, the deductible will be \$300 individual / \$600 family, per section B-4.
 4. Effective December 31, 1999, the waiver of co-payments and deductibles for using "preferred providers" in the Scientific and Engineering Unit is terminated.
- D. Prescription DrugsPRESCRIPTION DRUGSPRESCRIPTION DRUGS. Effective October 1, 1996, Bargaining Unit members will be enrolled in the Alternative Prescription Drug PPO (currently administered by Value RX).
1. Prescription Drug/Participating PharmacyPrescription Drug/Participating PharmacyPrescription Drug/Participating Pharmacy. Prescription drug coverage shall be on a participating pharmacy basis with a \$2.00 co-pay for each generic prescription filled. The co-payment level on brand name prescriptions shall be \$7.00. Effective 1/1/2000, the co-payment for covered prescriptions shall be increased to \$10.00 for brand name prescriptions and \$5.00 for generic prescriptions. The brand name co-payment (\$10.00) will apply to DAW prescriptions and will also apply when there is no generic substitute.
- The brand name co-payment will not apply for drugs with patents scheduled to expire during the period of the contract, but for which Congress has specifically extended the patent protection. When the patent has expired, the brand name co-payment will apply.
- Effective 1/1/2000 Zyban and Nicotrol nasal spray for smoking cessation shall be included under the prescription drug benefit.

2. Prescription Drug/Mail OrderPrescription Drug/Mail OrderPrescription Drug/Mail Order. The Employer shall continue the mail order prescription drug option for maintenance drugs. At the employee's option, an employee may elect to purchase maintenance prescription drugs through the mail order option. Effective 1/1/2000 the co-payment shall be \$5.00 per prescription for generic drugs and \$10.00 per prescription for brand name drugs.
- E. Cost Containment PlanCOST CONTAINMENT PLANCOST CONTAINMENT PLAN (A Program to Reduce Unnecessary Utilization and Distinguish Elective and Necessary Treatment.)
1. The Cost Containment Plan is a program to effectuate cost containment, without reducing the quality of health care, through modification of wasteful and excessive practices and procedures. The Plan shall be administered by a third party Administrator ("Administrator") and take effect October 1, 1985. It consists of five principal components:
 - a. *Pre-Certification of Hospital Admission and Length of Stay;*
 - b. *Second Surgical Opinion Program;*
 - c. *Home Health Care;*
 - d. *Alternative Delivery Systems; and*
 - e. *Generic Drugs.*
 - a. Pre-Certification of Hospital Admission and Length of StayPre-Certification of Hospital Admission and Length of StayPre-Certification of Hospital Admission and Length of Stay. The Plan shall provide that, whenever a unit member or an enrolled family member is admitted to the hospital, the attending physician shall obtain pre-certification for admission and length of stay from the Administrator. If the admission is not an emergency, the attending physician shall submit the diagnosis, plan of treatment, and expected duration of stay to the Administrator for review prior to admitting the covered individual into a hospital. The Administrator shall promptly approve or reject the admission and length of stay. If the admission occurs as an emergency, the attending physician shall notify the Administrator of the same information by telephone on the next working day after the admission occurs. An admission for a maternity delivery does not require advance approval; however, the attending physician must notify the Administrator before the expected admission date to obtain length of stay approval.
 - b. Second Surgical OpinionSecond Surgical OpinionSecond Surgical Opinion. Effective October 1, 1989, the mandatory Second Surgical Opinion Program shall be modified as set forth herein and

referred to as Focused Second Surgical Opinion. The Focused Second Surgical Opinion shall be part of the pre-certification for hospital admission. A list of elective surgeries will be provided in the State Health Care Plan Benefit Booklet. The list of surgeries may be reviewed in the Labor-Management Health Care Committee, and upon mutual agreement modified.

The attending physician shall initiate the second opinion referral at the time the physician contacts the third party administrator for pre-certification for admission. Based upon the medical data provided and the procedure to be done, the physician shall be advised if a second opinion is required. If necessary, the employee or dependent will then be contacted to advise him/her of the second opinion requirement and to select a consultant from the panel. The appointment with the chosen consultant will be scheduled for the employee/dependent. The second opinion requirement will be waived when an appointment with an appropriate consultant cannot be scheduled within three (3) weeks or as otherwise provided in this Section. In the event that no board certified specialist is available within 100 miles of the employee's residence, the second opinion requirement will be waived. If the unit member has to drive 51 - 100 miles one way from his/her residence to get the second opinion, the unit member shall be reimbursed for mileage for all of those miles over fifty (50) one way at the in lieu of rate then in effect.

The Plan shall provide full reimbursement for the second surgical opinion and necessary tests. If the second opinion differs from the first opinion, the covered individual may elect to seek a third opinion which shall be paid for in full by the Plan. Regardless of the outcome of the second or third opinion, surgical and other expenses for the hospital confinement shall be reimbursed in full up to the current benefit maximum.

While unit members, enrolled family members and physicians will be required to follow the Plan procedures beginning October 1, 1985, there will be no limitation on benefits during the life of this Agreement.

- c. Home Health Home Health Home Health Care. The Plan shall also provide for an optional program of Home Health Care Services in lieu of a hospital confinement. The attending physician may contact the Administrator for authorization of Home Health Care Services. In order for the Administrator to authorize Home Health Care Services the attending physician must certify, that absent the services and supplies provided as a part of the Home Health Care Program, the proper treatment of the disease or injury would require hospital admission or continued hospital confinement. Unit members and enrolled family members who elect Home Health

Care Services shall be covered for one hundred percent (100%) of the expenses incurred.

d. Alternative Delivery SystemsAlternative Delivery Systems. The Plan shall also provide the option of hospice care and birthing center care in lieu of hospital confinement. Unit members and enrolled family members who elect hospice care and birthing center care shall be covered for one hundred percent (100%) of the expenses incurred.

e. Generic DrugsGeneric DrugsGeneric Drugs. [See Section D above.]

2. Labor Management CommitteeLabor Management CommitteeLabor Management Committee. The parties agree to establish a Labor Management Committee to review the procedures, communications materials which will be provided to unit members, and benefit booklets prior to the implementation of The Plan. These committee responsibilities shall commence during fiscal year 1984-85. The committee shall review procedural matters, however, any changes in the specific provisions of the plan as described herein shall be subject to negotiations.

Each exclusively recognized employee organization shall be entitled to designate one (1) representative to participate in the Labor-Management Committee.

The appeal procedures established by the third party Administrator shall be a proper subject for review and recommendations by the Labor-Management Committee.

3. Wellness Plan. Wellness and preventative coverage is as follows:

- a. Pap Tests annually.
- b. Mammography in accordance with American Cancer Society guidelines.
- c. Well Child Care through 24 months.
- d. Annual Exams from 24 months of age through age 19.
- e. Immunizations and Lab Tests through age 19.
- f. Prostate Specific Antigen (PSA) screening [See Section F. below].

- g. Colorectal screening examination for individuals age 50 and older in accordance with American Cancer Society Guidelines.
- 4. Health Risk AppraisalHealth Risk AppraisalHealth Risk Appraisal The Employer agrees to make a Health Risk Appraisal Program available, in cooperation with the Department of Civil Service, to bargaining unit members who wish to participate. Such program shall consist of a health assessment questionnaire to be completed by the participant, a mechanism for obtaining and recording current clinical data on vital health status measures (e.g., blood pressure, cholesterol levels, height/weight) for each participant, and feedback reports consisting of individual group profiles. The program shall safeguard participant data from unauthorized release to the Employer, the Union, or third parties.
- 5. Disease management program - Effective 10/1/99 the disease management program administered by Blue Cross/Blue Shield of Michigan shall be included as a covered benefit on a voluntary basis. This covers ischemic heart disease, congestive heart failure, pediatric and adult asthma, and type 1 / type 2 diabetes. The parties agree that diseases may be added or deleted.
- F. Prostate Specific Antigen (PSA) ScreeningPROSTATE SPECIFIC ANTIGEN (PSA) SCREENINGPROSTATE SPECIFIC ANTIGEN (PSA) SCREENING (Effective 1994). The parties agree to include as part of the Wellness and Preventative Coverage in the State Health Plan a prostate screening antigen test to be administered in accordance with American Cancer Society guidelines when accompanied by an examination by a physician.
- G. Dental PlansDENTAL PLANSDENTAL PLANS. Bargaining Unit employees are eligible for any one of four dental plans; 1) Group Dental; 2) Group Dental PPO; 3) Dental Maintenance Organization; 4) Preventative Dental Plan under "Flexible Benefits".
 - 1. Group Dental Expense PlanGroup Dental Expense PlanGroup Dental Expense Plan.
 - a. Effective October 1, 1988, the Employer shall pay ninety-five percent (95%) of the applicable premium for unit members enrolled in the Group Dental Expense Plan.
 - b. Benefits payable under the Dental Expense Plan will be as follows: Ninety percent (90%) of actual fee or usual, customary and reasonable fee, whichever is lower, for restorative, endodontic, and periodontic services (x-rays, fillings, root canals, inlays, crowns, etc.).

- c. Covered Dental ExpensesCovered Dental ExpensesCovered Dental Expenses. The Dental Expense Plan will pay for incurred claims for unit members and/or enrolled dependents at the applicable percentage of either the actual fee or the usual, customary and reasonable fee, whichever is lower, for the dental benefits covered under the dental expense plan up to a maximum of \$1,000 for each covered person in each twelve (12) month period exclusive of orthodontics for which there is a separate \$1,500 lifetime maximum benefit.
- d. The following services will be paid at the one hundred percent (100%) benefit level:
- (1) Diagnostic Services: Oral examinations and consultations twice in a calendar year.
 - (2) Preventative Services: Prophylaxis - Teeth cleaning two in a calendar year; Space maintainers for children up to age 14.
- e. The following services will be paid at the ninety percent (90%) benefit level:
- (1) Radiographs: Bite-wing x-rays once in a fiscal year, unless special need is shown; Full-mouth x-rays once in a five (5) year period, unless special need is shown.
 - (2) Restorative Services: Amalgam, silicate, acrylic, porcelain, plastic and composite restorations; Gold inlay and onlay restorations.
 - (3) Oral Surgery: Extractions, including those provided in conjunction with orthodontic services; Cutting Procedures; Treatment of fractures and dislocations of the jaw.
 - (4) Endodontic Services: Root Canal Therapy; Pulpotomy and pulpectomy services for partial and complete removal of the pulp of the tooth; Periapical services to treat the root of the tooth.
 - (5) Periodontic Services: Periodontal surgery to remove diseased gum tissue surrounding the tooth; Adjunctive periodontal services, including provisional splinting to stabilize teeth, occlusal adjustments to correct the biting surface of a tooth and periodontal scaling to remove tartar from the root of the tooth; Treatment of Gingivitis and Periodontitis (diseases of the gums and gum tissue).
- f. The following services will be paid at the fifty percent (50%) benefit level:
- (1) Prosthodontic Services: Repair or rebasing of an existing full or partial denture; Initial installation of fixed bridge-work; Initial installation of partial or full removable dentures

(including adjustments for six (6) months following installation); Construction and replacement of dentures and bridges (replacement of existing dentures or bridges is payable when five (5) years or more have elapsed since the date of the initial installation).

(2) Orthodontic Services: Effective October 1, 1988 covered orthodontic services shall be paid at the sixty percent (60%) benefit level:

- Minor treatment for tooth guidance;
- Minor treatment to control harmful habits;
- Interceptive orthodontic treatment;
- Comprehensive orthodontic treatment;
- Treatment of an atypical or extended skeletal case;
- Post-treatment stabilization;
- Effective October 1, 1988 the separate lifetime maximum shall be \$1,500 per enrollee;
- Orthodontic services for dependents up to age 19;
- For enrolled employee and spouse, no maximum age;
- Orthodontic services for dependents up to age 25, if the dependent is a full-time student.

(3) Sealants. Effective October 1, 1990, the Dental Plan shall provide for sealants on permanent molars that are free of any restorations or decay. Sealant treatment shall be payable on a per tooth basis with the Plan paying 50% of the reasonable and customary amount of the sealant and the employee paying the remainder. Dependents up to age 14 shall be eligible for the sealant application in accordance with this subsection. The benefit shall be payable for only one application per tooth within a three year period. Under the dental point of service PPO, the Plan will pay 70% of the reasonable and customary amount.

2. State Dental Plan/Preferred Provider Organization (PPO)State Dental Plan/Preferred Provider Organization (PPO)State Dental Plan/Preferred Provider Organization (PPO). Employees and dependents enrolled in the State Dental Plan may access the improved benefit levels specified below by utilizing dental care providers that are members of the Point of Service PPO.

BENEFIT	STATE DENTAL CURRENT COVERAGE	STATE DENTAL PPO ENHANCED COVERAGE
Exam	100%	100%

Preventive	100%	100%
Radiographs	90%	100%
Fillings	90%	100%
Endodontics	90%	100%
Periodontics	90%	100%
Simple Extractions	90%	100%
Complex Extractions	90%	100%
Prosthodontic Repairs	90%	100%
Other Oral Surgery	90%	90%
Adjunctive	90%	90%
Crowns	90%	90%
Fixed Bridgework	50%	70%
Partial Dentures	50%	70%
Full Dentures	50%	70%
Sealants	50%	70%
Orthodontics	60%	75%
Annual Maximum	\$1,000	\$1,000
Lifetime Orthodontics	\$1,500	\$1,500

3. Midwestern Dental Maintenance Organization (DMO)Midwestern Dental Maintenance Organization (DMO)Midwestern Dental Maintenance Organization (DMO).

- a. The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.
- b. The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that the

Midwestern Dental Maintenance Organization will be offered to employees in the bargaining units as a voluntary option to the state's conventional Dental Plan. This option is available to employees in southeastern lower Michigan on April 11, 1993. It will be made available to employees in the mid-Michigan area in the first full pay period of October, 1993 or as soon thereafter as is administratively feasible.

- c. The parties understand that the state-approved service area for the Dental Maintenance Organization program encompasses only certain geographical areas. The Dental Maintenance Organization will grant a properly completed Out-of-Area Waiver application from a unit member. The parties also understand that all eligible dental services must be provided by a Dental Maintenance Organization network provider in order for coverage to be in effect (except for emergency treatment for the immediate relief of pain and suffering when the enrollee is more than fifty miles from a participating provider, which will be reimbursed at fifty percent of the usual, customary and reasonable rate of the non-participating provider).

4. Preventative Dental Plan under "Flexible Benefits" options.

H. Vision Care PlanVISION CARE PLANVISION CARE PLAN.

1. The Employer will provide a vision care plan paying one hundred percent (100%) of the applicable premium for unit members and unit member/dependent coverage enrolled in the Plan.

2. Vision Plan/Participating ProviderVision Plan/Participating ProviderVision Plan/Participating Provider.

- a. Examination. Payable once in any twelve (12) month period with a unit member co-payment of \$5.00.
- b. Lenses and Frames. Payable once in any twenty-four (24) month period with a unit member co-payment of \$7.50 for eyeglass lenses and frames and \$7.50 for medically necessary contact lenses.

Effective October 1, 1988, lenses and frames are payable once in any twelve (12) month period when there is a change in prescription.

- c. Effective October 1, 1988 the maximum acquisition cost limit for frames shall be \$25.00.

- d. Contact lenses not medically necessary. The plan will pay a maximum of \$90 and the unit member shall pay any additional charge of the provider for such lenses. The co-payment provision under 2(b) is not required.
- e. Microscopic lenses where medically necessary. Payable once in any 24 month period with a unit member co-payment of \$7.50.

Medically necessary means (1) the member's visual acuity cannot otherwise be corrected to 20/70 in the better eye or (2) the member has one of the following visual conditions: keratoconus, irregular astigmatism or irregular corneal curvature.

- f. Effective October 1, 1990 the Plan will cover lenses up to 71 millimeters in diameter. If a larger lens is selected, the extra size beyond 71 millimeters is not a covered benefit.

3. Vision Plan/Non-Participating Provider Vision Plan/Non-Participating Provider Vision Plan/Non-Participating Provider.

- a. Vision Testing Examination. The plan will pay seventy-five percent (75%) of the reasonable and customary charge after it has been reduced by the member's co-payment of \$5.00.
- b. Eyeglass Lenses. The plan will pay the provider's charge or the amount set forth below, whichever is less.

(1) Regular lenses:

Single Vision	\$13.00/pair
Bifocal	\$20.00/pair
Trifocal	\$24.00/pair

(2) Contact lenses:

Medically necessary (as defined in Section 2.e. above)	\$96.00/pair
Not medically necessary	\$40.00/pair

(3) Special lenses:

For covered special lenses (e.g., Aphatic, Lenticular and Aspheric) the plan will pay fifty percent (50%) of the provider's charge for the lenses or seventy-five percent (75%) of the average covered vision expense benefits paid to participating providers for comparable lenses, whichever is less.

- (4) Additional charges for plastic lenses shall be \$3.00/pair plus benefit provided above for covered lenses.

- (5) Additional charges for tints equal to rose tints #1 and #2 shall be \$3.00/pair.
- (6) Additional charges for Prism lenses shall be \$2.00/pair. When only one lens is required, the plan will pay one-half (1/2) of the applicable amount per pair shown above.
- c. Eyeglass Frames. The plan will pay the provider's charges or \$14.00, whichever is less.

I. Long-Term DisabilityLONG-TERM DISABILITYLONG-TERM DISABILITY.

- 1. The Employer shall maintain the existing group LTD insurance coverage.
- 2. A unit member may elect to enroll in a group plan of income protection in case of total non-work-related disability which guarantees income equal to two-thirds (2/3) of the unit member's current basic rate of pay to the maximum payment of \$3,500 per month. Payment begins after the use of the unit member's accumulated sick leave, but in no event before the fourteenth (14th) day of disability. If the unit member has fewer than twenty-three (23) days of accumulated sick leave when first insured, the income guarantee applies for a maximum of two years (Plan I). If the accumulated sick leave is twenty-three (23) days or more, the guarantee applies until age 70 is reached (Plan II).

Sick leave accumulations are reviewed biweekly. Plan I enrollees who then have more than twenty-three (23) days of accumulated sick leave are reclassified to Plan II. If the unit member has other employment-connected or group-sponsored income benefits or is receiving Social Security disability payments, these are included as a part of the two-thirds percent (66 2/3%) guaranteed income.

- 3. The Employer shall pay a percentage of premium cost. This percentage varies for individual unit members according to applicable plan of insurance coverage.
- 4. There shall be a no waiting/qualifying period for a recurrence of the same disability within a sixty (60) calendar day period.
- 5. The Employer shall provide a rider to the existing LTD insurance. All employees who are covered by LTD insurance shall automatically be covered by this rider as well. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums for a maximum of six (6) months while such employee is receiving the LTD insurance benefit.
- 6. Part time and permanent-intermittent (PI) employees who work forty percent (40%) or more of full time will be eligible for LTD benefits. Premiums for less than full time employees shall be determined in

accordance with the current LTD premium schedule for full time employees. The benefit level for employees who actually utilize the LTD benefit shall be based on the employee's average biweekly hours worked the preceding fiscal year, but the dollar amount of the benefit shall be calculated on the basis of the employee's current hourly rate (the hourly rate in effect at the time the employee actually goes on disability leave). Eligibility for coverage shall be the first October 1 following completion of twelve (12) months of employment or at subsequent open enrollment periods which may be established from time to time.

7. The parties agree that the LTD Benefit shall be payable twice monthly for disabilities commencing on October 1, 1991 and thereafter for the first six months of disability. After six months, benefits shall be paid monthly.

J. Life Insurance.LIFE INSURANCE.LIFE INSURANCE.

1. Member BenefitsMember BenefitsMember Benefits. The Employer shall pay one hundred percent (100%) of the unit member's premium for the policy, which shall have a death benefit equal to two (2.0) times annual salary rounded up to the nearest \$1,000.
2. Optional Life Insurance Under "Flexible Benefits" Option. [See Flexible Benefits Statement for description.]
3. Dependent CoverageDependent CoverageDependent Coverage. The unit member shall pay one hundred percent (100%) of premium for dependents' coverage, which shall provide a death benefit of \$1,500 for the unit member's spouse, \$1,000 for children from age fifteen (15) days to twenty-three (23) years

There shall be no age ceiling for handicapped dependents under the optional life insurance plan. Such coverage for handicapped dependents shall be provided at no increased premium cost to the unit member. A dependent is considered handicapped if he/she is unable to earn his/her own living because of mental retardation or physical handicap, and depends chiefly on the unit member for support and maintenance.

4. Dependent Coverage OptionsDependent Coverage OptionsDependent Coverage Options.
 - a. The unit member may elect to increase the basic dependent benefit for the spouse and children over fifteen (15) days to \$5,000 and \$2,500 respectively by contributing a total premium of \$1.00 per pay period.
 - b. A unit member shall have the option of purchasing dependent life insurance coverage of \$10,000 for a spouse and \$5,000 for

children. The entire cost of such coverage shall be borne by the unit member.

- c. Effective October 1, 1990 a unit member shall have the option of purchasing dependent life insurance coverage of \$25,000 for a spouse and \$10,000 for children. OR, effective October 1, 1992, the unit member may elect to insure children only for \$10,000. The entire cost of such coverage shall be borne by the unit member.

- 5. Accidental DeathAccidental DeathAccidental Death. In the event of a unit member's accidental death in the line of duty, the Employer will pay a death benefit of \$100,000, exclusive of what Workers' Compensation benefit may be owing.

- K. Mental Health And Substance Abuse Services PPOMENTAL HEALTH AND SUBSTANCE ABUSE SERVICES PPOMENTAL HEALTH AND SUBSTANCE ABUSE SERVICES PPO. The parties have previously entered into collective bargaining agreements which provide that, working through subcommittees, the parties will explore managed care, preferred provider systems, structural changes in group insurance plans and related matters as mutually agreed by the parties, for the purpose of implementing cost containment measures in the State Health Plan and other group insurance plans on a timetable to be determined by the parties. These Agreements were approved by the Civil Service Commission on January 26, 1993.

The parties have now met in subcommittees on numerous occasions, at which they were assisted by the staff of the Department of Civil Service Employee Benefits Division. Pursuant to those subcommittee discussions, the parties now agree that, effective with the first full pay period in July 1993 (or as soon thereafter as administratively feasible), covered benefits in the area of mental health/substance abuse services will be "carved out" of the State Health Plan and provided to bargaining unit employees through a Preferred Provider Organization (PPO). The parties expect that the state would realize substantial and significant cost savings in the area of mental health/substance abuse services while increasing the accessibility and quality of such benefits by providing services not currently available under the State Health Plan. Among the additional services are:

- 1. A 24-hour/day, 7-day/week "800" toll-free telephone staffed by mental health care professionals to provide immediate referral and assistance to enrolled employees and their dependents;
- 2. A "managed care" plan providing ongoing evaluation and management of cases by professionals familiar with the most appropriate treatment settings;
- 3. Monitoring of provider effectiveness in the various treatment plans;

4. Direct interface with the Department of Civil Service Employee Services Program to provide for a coordinated continuum of care; and
5. Elimination of the \$50/\$100 annual deductible for outpatient services provided within the network

The parties acknowledge that one of the principal underlying concepts of a PPO managed health care system is that enrolled employees and their covered dependents are expected to use a network of providers who have agreements with the PPO administrator ("the Administrator") and, if services are obtained from non-network providers, financial sanctions will be imposed. While the final authority over such issues as scope of coverage, benefit design, and the relative responsibilities of the PPO and the patient for payment of charges is contained in the Request for Proposal and selected Vendor's Response to Proposal, in general:

6. Covered inpatient services provided by a network provider will be paid directly to the provider at 100% of approved charges; there will be no annual deductible.
7. Covered outpatient services provided by a network provider will be paid directly to the provider at 90% of approved charges, with a 10% co-payment of the approved charge on the part of the patient; there will be no annual deductible.
8. Except during the transition period (including any extension period) described below, covered inpatient and outpatient services provided by a non-network provider will be paid by the patient who, after meeting an annual deductible of \$50/person and \$100/family, will be reimbursed by the Administrator for the lesser of 50% of the billed charges, or 50% of the allowable charges authorized by the PPO Administrator.
9. The annual \$3500 maximum benefit for outpatient services is maintained.

Participating providers of covered mental health/substance abuse services will be selected, maintained and removed by the Administrator in accordance with standards of professional qualifications and practice established by the Administrator. Employees will be encouraged to provide the Administrator with the name and business address of any provider(s) from whom the employee or a covered dependent has received covered services so that the Administrator may contact him/her and, if s/he meets the Administrator's standards of professional qualification and practice and agrees to accept the PPO Administrator's treatment protocols, solicit his/her participation as an in-network provider.

Transition Period Transition Period Transition Period. Employees/covered dependents who are receiving inpatient mental health/substance abuse

services at the time the PPO is implemented will not become covered by the PPO program (but will remain in their current State Health Plan coverage) until being discharged from the inpatient facility. Employees/covered dependents who are receiving mental health/substance abuse outpatient services from a non-network provider at the time the PPO is implemented will be afforded a 90-day transition period during which they may continue and complete the treatment plan with the non-network provider. Billed charges for covered services received from the non-network provider during this transition period will be paid in accordance with reimbursement procedures of the State Health Plan in effect prior to the implementation of the PPO, unless the provider becomes a participating provider under the network. If, at the end of the 90-day transition period, the patient has not been authorized an "extension period" by the Administrator (as described below), and the patient continues or renews receiving services from a non-network provider, the non-network provider's charges for covered services will be reimbursed by the Administrator at the rate of 50% of the billed charges, but not to exceed an amount equal to 50% of the allowable charges authorized by the PPO Administrator.

Extension PeriodExtension PeriodExtension Period. The parties acknowledge that in some cases, due to the nature of the patient's condition and/or treatment plan, a 90-day period for patients to make a transition from a non-network provider to a network provider may not be sufficient to permit the quality of services to be maintained. The Administrator will maintain and communicate to enrolled employees a procedure by which a patient may request a professional opinion from a network provider designated by the PPO Administrator on the question of whether (from a clinical standpoint) authorized treatment with the current non-network provider should be extended beyond the initial transition period. If the Administrator grants an extension period, the patient may continue receiving covered services for a period of time until the need for treatment, based on the second opinion, ends or 90 days following the expiration of the transition period, whichever comes first. During this extension period the non-network provider's charges for covered services will be paid in accordance with the procedures of the State Health Plan in effect prior to the implementation of the PPO.

Geographic AccessibilityGeographic AccessibilityGeographic Accessibility. The parties recognize that there may be areas within the State where the closest network provider is not located within a reasonable distance from the patient's residence, and there is no expectation that one will be locating within a closer distance within the period during which covered services are authorized. If there is no network provider within a reasonable distance (as determined by the Director of the Department of Civil Service Employee Benefits Division) from the patient's home address, the Administrator will authorize payment for covered services

which are provided by a non-network provider as currently provided under the State Health Plan in effect prior to the implementation of the PPO.

Conflicts of InterestConflicts of InterestConflicts of Interest. There may be circumstances in which a network provider is also a state employee, or is providing contractual services to a state agency, at a worksite where bargaining unit employees are employed. The parties recognize that employees expect and require as much privacy as possible in their relationship with their treatment provider; requiring an Employer to choose between using the services of a network provider with whom the employee works, versus assuming responsibility for a larger share of the billed charges because a non-network provider has been selected for covered services, could cause this privacy interest to be compromised. The parties therefore agree that the Administrator will maintain system of alternative provider referrals and equivalent covered expense reimbursement which assures that, at the patient's option, network providers for state employees and their dependents are neither state employees, nor providing contractual services to a state agency, at a worksite where the state employee is employed.

Selection of AdministratorSelection of AdministratorSelection of Administrator. The parties recognize that the public policy of the State of Michigan is to obtain services paid for out of public funds through an open competitive process, and that the selection of a Mental Health and Substance Abuse Services PPO Administrator is subject to this policy. The parties also recognize that their success in implementing a Mental Health and Substance Abuse Services PPO can be influenced to a considerable extent by the acceptability of the PPO Administrator to the enrolled employees and their bargaining representatives. The parties therefore agree that the SEIU Coalition will be afforded the opportunity to designate one official representative of the Coalition and up to two additional observers to the Joint Evaluation Committee that is appointed by the Department of Management & Budget Purchasing Division to review bid specifications, evaluate qualified bids, and select one or more Mental Health and Substance Abuse Services PPO Administrators for FY 93-94, and a single PPO administrator during FY 94-95. The parties understand that it is the intent to select not more than three Mental Health and Substance Abuse Services PPO Administrators to implement such plans during FY 93-94, and that the process of assigning a particular Mental Health and Substance Abuse Services PPO Administrator to the respective bargaining units will be consultative to the maximum extent feasible. The parties also understand that the JEC will evaluate the relative performance of all the Mental Health and Substance Abuse Services PPO Administrators that are initially selected to provide services to groups of state classified employees during FY 93-94, and that the JEC will be used to select a single vendor of such mental health/substance abuse PPO services for all applicable groups of classified employees

during the first quarter of FY 94-95. In the event that the vendor providing services to the SEIU Coalition is not the one selected to be the state's single vendor, the provisions of Section 10. Transition Period and Section 11. Extension Period, above shall apply.

Termination of Participation Termination of Participation Termination of Participation. The parties understand that the agreement with the vendor(s) will contain a thirty-day cancellation clause under which the Department of Civil Service may terminate the agreement for cause. The parties recognize that the SEIU Coalition (and/or the Employer) may not be completely satisfied with the experience under the mental health/substance abuse PPO. The parties therefore agree that they will meet on a regular quarterly basis throughout FY 93-94 and FY 94-95, and during the month of March 1995 to review any substantive problems encountered by unit members and/or the state under the PPO; determine whether such problems can be corrected during the balance of FY 93-94, FY 94-95 and FY 95-96; and, if so, determine what course of action will best achieve these corrections without changes in the agreed-upon benefit design and coverages. The views of the Department of Civil Service Employees Benefits Division on these issues will be solicited and given maximum consideration by all of the parties, but will not be controlling upon any of the parties. If, as a result of this review and the parties' good faith attempts to resolve the problems identified, either of the parties wishes to propose that participation in the PPO be terminated at the end of FY 94-95, such proposal shall be made to the other party not later than Friday, April 7, 1995. If such proposal to terminate participation is not accepted by the other party by Friday, April 21, 1995, the party making the proposal shall submit the question to the State Personnel Director for resolution in accordance with Section 6-13.1 of the Civil Service Rules and Regulations. If the proposal to terminate participation in the PPO at the end of FY 94-95 is supported by the Civil Service Commission, the benefits and coverages in effect during FY 95-96 shall be as provided by the Civil Service Commission.

The current MH/SA PPO program design and evaluation/selection procedure is continued during the term of the Agreement. In accordance with the previously established provisions governing the selection procedure to be followed by the joint evaluation committee, either one or both of the vendors may be continued.

L. Smoking Cessation Expense Reimbursement SMOKING CESSATION EXPENSE REIMBURSEMENT SMOKING CESSATION EXPENSE REIMBURSEMENT.

1. The Michigan Professional Employees' Society, on behalf of itself and members of the Scientific and Engineering unit, agrees to waive and

dismiss any and all challenges and claims --past, present and future-- arising out of any departmental rule, regulation or policy which, pursuant to Executive Order 1992-3, prohibits smoking of tobacco products in state premises.

2. Transdermal PatchesTransdermal PatchesTransdermal Patches. In consideration of this commitment the parties agree that, effective October 1, 1993, Scientific and Engineering Unit members (but not their spouses or other family members) shall be eligible for reimbursement for their costs of purchasing smoking cessation transdermal patches (less the employee co-payment), if accompanied by counseling services, if such cost reimbursement is not otherwise available to the employee as a covered health care benefit. Eligibility for such reimbursement is limited to one-time-only. Such reimbursement shall be made by the Departmental Employer.
- M. COBRACOBRA. The provisions of Title X of Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 are hereby incorporated by reference.
- N. Open Enrollment PeriodsOPEN ENROLLMENT PERIODSOPEN ENROLLMENT PERIODS. There shall be an annual open enrollment period offered to unit members in each year of this Agreement.
- O. Subrogation. Effective October 1, 1999, the State Health Plan Advantage (SHPA) will contain the following subrogation provision: In the event that a participant receives services that are paid by the State Health Plan Advantage (SHPA), or is eligible to receive future services under the SHPA, the SHPA shall be subrogated to the participant's rights of recovery against and is entitled to receive all sums recovered from, any third party who is or may be liable to the participant, whether by suit, settlement, or otherwise, to the extent of recovery for health related expenses. A participant shall take such action, furnish such information and assistance, and execute such documents as the SHPA may request to facilitate enforcement of the rights of the SHPA and shall take no action prejudicing the rights and interests of the SHPA.
- P. Duty To Bargain Over ChangesDUTY TO BARGAIN OVER CHANGESDUTY TO BARGAIN OVER CHANGES. No change shall be made in the group fringe benefits for state classified employees except upon mutual agreement of the parties in the consideration or study of any change and/or the decision to implement it.